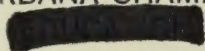


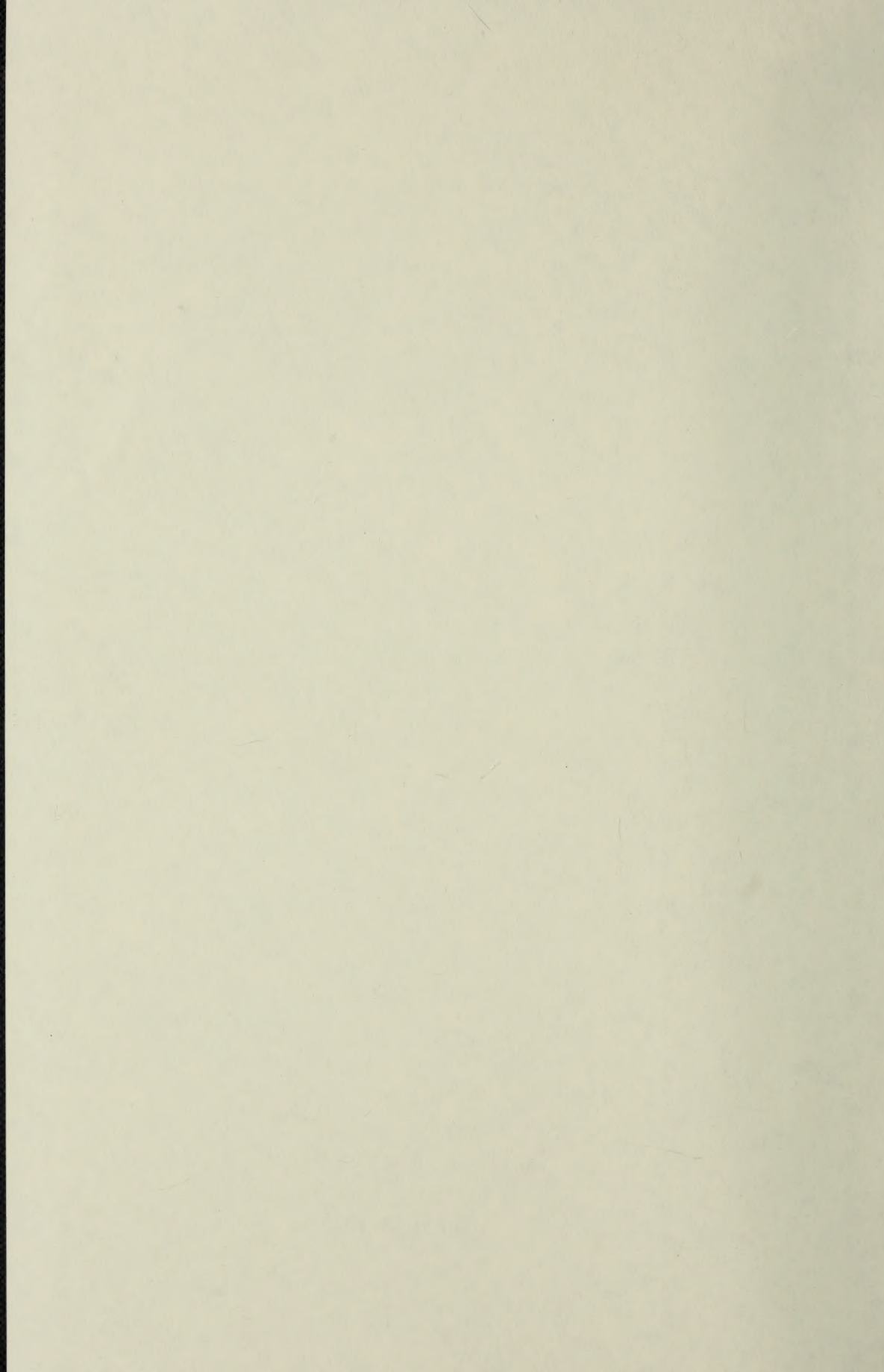
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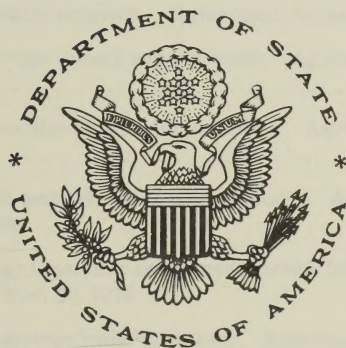
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**Budapest Treaty on the International Recognition
of the Deposit of Microorganisms
for the Purposes of Patent Procedure**

Done at Budapest on April 28, 1977

**Traité de Budapest sur la reconnaissance internationale
du dépôt des micro-organismes
aux fins de la procédure en matière de brevets**

fait à Budapest le 28 avril 1977



**Budapest Treaty on the International Recognition
of the Deposit of Microorganisms
for the Purposes of Patent Procedure**

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INTRODUCTORY PROVISIONS

Article 1

Establishment of a Union

The States party to this Treaty (hereinafter called "the Contracting States") constitute a Union for the international recognition of the deposit of microorganisms for the purposes of patent procedure.

Article 2

Definitions

For the purposes of this Treaty and the Regulations:

- (i) references to a "patent" shall be construed as references to patents for inventions, inventors' certificates, utility certificates, utility models, patents or certificates of addition, inventors' certificates of addition, and utility certificates of addition;

* This Table of Contents does not appear in the original text.

(ii) "deposit of a microorganism" means, according to the context in which these words appear, the following acts effected in accordance with this Treaty and the Regulations; the transmittal of a microorganism to an international depositary authority, which receives and accepts it, or the storage of such a microorganism by the international depositary authority, or both the said transmittal and the said storage;

(iii) "patent procedure" means any administrative or judicial procedure relating to a patent application or a patent;

(iv) "publication for the purposes of patent procedure" means the official publication, or the official laying open for public inspection, of a patent application or a patent;

(v) "intergovernmental industrial property organization" means an organization that has filed a declaration under Article 9(1);

(vi) "industrial property office" means an authority of a Contracting State or an intergovernmental industrial property organization competent for the grant of patents;

(vii) "depository institution" means an institution which provides for the receipt, acceptance and storage of microorganisms and the furnishing of samples thereof;

(viii) "international depositary authority" means a depositary institution which has acquired the status of international depositary authority as provided in Article 7;

(ix) "depositor" means the natural person or legal entity transmitting a microorganism to an international depositary authority, which receives and accepts it, and any successor in title of the said natural person or legal entity;

(x) "Union" means the Union referred to in Article 1;

(xi) "Assembly" means the Assembly referred to in Article 10;

(xii) "Organization" means the World Intellectual Property Organization;

(xiii) "International Bureau" means the International Bureau of the Organization and, as long as it subsists, the United International Bureaux for the Protection of Intellectual Property (BIRPI);

(xiv) "Director General" means the Director General of the Organization;

(xv) "Regulations" means the Regulations referred to in Article 12.

CHAPTER I

SUBSTANTIVE PROVISIONS

Article 3

Recognition and Effect of the Deposit of Microorganisms

(1) (a) Contracting States which allow or require the deposit of microorganisms for the purposes of patent procedure shall recognize, for such purposes, the deposit of a microorganism with any international depositary authority. Such recognition shall include the recognition of the fact and date of the deposit as indicated by the international depositary authority as well as the recognition of the fact that what is furnished as a sample is a sample of the deposited microorganism.

(b) Any Contracting State may require a copy of the receipt of the deposit referred to in subparagraph (a), issued by the international depositary authority.

(2) As far as matters regulated in this Treaty and the Regulations are concerned, no Contracting State may require compliance with requirements different from or additional to those which are provided in this Treaty and the Regulations.

Article 4

New Deposit

(1) (a) Where the international depositary authority cannot furnish samples of the deposited microorganism for any reason, in particular,

(i) where such microorganism is no longer viable, or

(ii) where the furnishing of samples would require that they be sent abroad and the sending or the receipt of the samples abroad is prevented by export or import restrictions,

that authority shall, promptly after having noted its

inability to furnish samples, notify the depositor of such inability, indicating the cause thereof, and the depositor, subject to paragraph (2) and as provided in this paragraph, shall have the right to make a new deposit of the microorganism which was originally deposited.

(b) The new deposit shall be made with the international depositary authority with which the original deposit was made, provided that:

(i) it shall be made with another international depositary authority where the institution with which the original deposit was made has ceased to have the status of international depositary authority, either entirely or in respect of the kind of microorganism to which the deposited microorganism belongs, or where the international depositary authority with which the original deposit was made discontinues, temporarily or definitively, the performance of its functions in respect of deposited microorganisms;

(ii) it may be made with another international depositary authority in the case referred to in subparagraph (a) (ii).

(c) Any new deposit shall be accompanied by a statement signed by the depositor alleging that the newly deposited microorganism is the same as that originally deposited. If the allegation of the depositor is contested, the burden of proof shall be governed by the applicable law.

(d) Subject to subparagraphs (a) to (c) and (e), the new deposit shall be treated as if it had been made on the date on which the original deposit was made where all the preceding statements concerning the viability of the originally deposited microorganism indicated that the microorganism was viable and where the new deposit was made within three months after the date on which the depositor received the notification referred to in subparagraph (a).

(e) Where subparagraph (b) (i) applies and the depositor does not receive the notification referred to in subparagraph (a) within six months after the date on which the termination, limitation or discontinuance referred to in subparagraph (b) (i) was published by the International Bureau, the three-month time limit referred to in subparagraph (d) shall be counted from the date of the said publication.

(2) The right referred to in paragraph (1) (a) shall not exist where the deposited microorganism has been transferred to another international depositary authority as long as that authority is in a position to furnish samples of such microorganism.

Article 5

Export and Import Restrictions

Each Contracting State recognizes that it is highly desirable that, if and to the extent to which the export from or import into its territory of certain kinds of microorganisms is restricted, such restriction should apply to microorganisms deposited, or destined for deposit, under this Treaty only where the restriction is necessary in view of national security or the dangers for health or the environment.

Article 6

Status of International Depositary Authority

(1) In order to qualify for the status of international depositary authority, any depositary institution must be located on the territory of a Contracting State and must benefit from assurances furnished by that State to the effect that the said institution complies and will continue to comply with the requirements specified in paragraph (2). The said assurances may be furnished also by an intergovernmental industrial property organization; in that case, the depositary institution must be located on the territory of a State member of the said organization.

(2) The depositary institution must, in its capacity of international depositary authority:

(i) have a continuous existence;

(ii) have the necessary staff and facilities, as prescribed in the Regulations, to perform its scientific and administrative tasks under this Treaty;

(iii) be impartial and objective;

(iv) be available, for the purposes of deposit, to any depositor under the same conditions;

(v) accept for deposit any or certain kinds of microorganisms, examine their viability and store them, as prescribed in the Regulations;

(vi) issue a receipt to the depositor, and any required viability statement, as prescribed in the Regulations;

(vii) comply, in respect of the deposited microorganisms, with the requirement of secrecy, as prescribed in the Regulations;

(viii) furnish samples of any deposited microorganism under the conditions and in conformity with the procedure prescribed in the Regulations.

(3) The Regulations shall provide the measures to be taken:

(i) where an international depositary authority discontinues, temporarily or definitively, the performance of its functions in respect of deposited microorganisms or refuses to accept any of the kinds of microorganisms which it should accept under the assurances furnished;

(ii) in case of the termination or limitation of the status of international depositary authority of an international depositary authority.

Article 7

Acquisition of the Status of International Depositary Authority

(1)(a) A depositary institution shall acquire the status of international depositary authority by virtue of a written communication addressed to the Director General by the Contracting State on the territory of which the depositary institution is located and including a declaration of assurances to the effect that the said institution complies and will continue to comply with the requirements specified in Article 6(2). The said status may be acquired also by virtue of a written communication addressed to the Director General by an intergovernmental industrial property organization and including the said declaration.

(b) The communication shall also contain information on the depositary institution as provided in the Regulations and may indicate the date on which the status of international depositary authority should take effect.

(2)(a) If the Director General finds that the communication includes the required declaration and that all the required information has been received, the communication shall be promptly published by the International Bureau.

(b) The status of international depositary authority shall be acquired as from the date of publication of the communication or, where a date has been indicated under paragraph (1)(b) and such date is later than the date of publication of the communication, as from such date.

(3) The details of the procedure under paragraphs (1) and (2) are provided in the Regulations.

Article 8

Termination and Limitation of the Status of International Depositary Authority

(1)(a) Any Contracting State or any intergovernmental industrial property organization may request the Assembly to terminate, or to limit to certain kinds of microorganisms, any authority's status of international depositary authority on the ground that the requirements specified in Article 6 have not been or are no longer complied with. However, such a request may not be made by a Contracting State or intergovernmental industrial property organization in respect of an international depositary authority for which it has made the declaration referred to in Article 7(1)(a).

(b) Before making the request under subparagraph (a), the Contracting State or the intergovernmental industrial property organization shall, through the intermediary of the Director General, notify the reasons for the proposed request to the Contracting State or the intergovernmental industrial property organization which has made the communication referred to in Article 7(1) so that that State or organization may, within six months from the date of the said notification, take appropriate action to obviate the need for making the proposed request.

(c) Where the Assembly finds that the request is well founded, it shall decide to terminate, or to limit to certain kinds of microorganisms, the status of international depositary authority of the authority referred to in subparagraph (a). The decision of the Assembly shall require that a majority of two-thirds of the votes cast be in favor of the request.

(2)(a) The Contracting State or intergovernmental industrial property organization having made the declaration referred to in Article 7(1)(a) may, by a communication addressed to the Director General, withdraw its declaration either entirely or in respect only of certain kinds of microorganisms and in any event shall do so when and to the extent that its assurances are no longer applicable.

(b) Such a communication shall, from the date provided for in the Regulations, entail, where it relates to the entire declaration, the termination of the status of international depositary authority or, where it relates only to certain kinds of microorganisms, a corresponding limitation of such status.

(3) The details of the procedure under paragraphs (1) and (2) are provided in the Regulations.

Article 9

Intergovernmental Industrial Property Organizations

(1)(a) Any intergovernmental organization to which several States have entrusted the task of granting regional patents and of which all the member States are members of the International (Paris) Union for the Protection of Industrial Property may file with the Director General a declaration that it accepts the obligation of recognition provided for in Article 3(1)(a), the obligation concerning the requirements referred to in Article 3(2) and all the effects of the provisions of this Treaty and the Regulations applicable to intergovernmental industrial property organizations. If filed before the entry into force of this Treaty according to Article 16(1), the declaration referred to in the preceding sentence shall become effective on the date of the said entry into force. If filed after such entry into force, the said declaration shall become effective three months after its filing unless a later date has been indicated in the declaration. In the latter case, the declaration shall take effect on the date thus indicated.

(b) The said organization shall have the right provided for in Article 3(1)(b).

(2) Where any provision of this Treaty or of the Regulations affecting intergovernmental industrial property organizations is revised or amended, any intergovernmental industrial property organization may withdraw its declaration referred to in paragraph (1) by notification addressed to the Director General. The withdrawal shall take effect:

(i) where the notification has been received before the date on which the revision or amendment enters into force, on that date;

(ii) where the notification has been received after the date referred to in (i), on the date indicated in the notification or, in the absence of such indication, three months after the date on which the notification was received.

(3) In addition to the case referred to in paragraph (2), any intergovernmental industrial property organization may withdraw its declaration referred to in paragraph (1)(a) by notification addressed to the Director General. The withdrawal shall take effect two years after the date on which the Director General has received the notification. No notification of withdrawal under this paragraph shall be receivable during a period of five years from the date on which the declaration took effect.

(4) The withdrawal referred to in paragraph (2) or (3) by an intergovernmental industrial property organization whose communication under Article 7(1) has led to the acquisition of the status of international depositary authority by a depositary institution shall entail the termination of such status one year after the date on which the Director General has received the notification of withdrawal.

(5) Any declaration referred to in paragraph (1)(a), notification of withdrawal referred to in paragraph (2) or (3), assurances furnished under Article 6(1), second sentence, and included in a declaration made in accordance with Article 7(1)(a), request made under Article 8(1) and communication of withdrawal referred to in Article 8(2) shall require the express previous approval of the supreme governing organ of the intergovernmental industrial property organization whose members are all the States members of the said organization and in which decisions are made by the official representatives of the governments of such States.

CHAPTER II

ADMINISTRATIVE PROVISIONS

Article 10

Assembly

(1)(a) The Assembly shall consist of the Contracting States.

(b) Each Contracting State shall be represented by one delegate, who may be assisted by alternate delegates, advisors, and experts.

(c) Each intergovernmental industrial property organization shall be represented by special observers in the meetings of the Assembly and any committee and working group established by the Assembly.

(d) Any State not member of the Union which is a member of the Organization or of the International (Paris) Union for the Protection of Industrial Property and any intergovernmental organization specialized in the field of patents other than an intergovernmental industrial property organization as defined in Article 2(v) may be represented by observers in the meetings of the Assembly and, if the Assembly so

decides, in the meetings of any committee or working group established by the Assembly.

(2)(a) The Assembly shall:

(i) deal with all matters concerning the maintenance and development of the Union and the implementation of this Treaty;

(ii) exercise such rights and perform such tasks as are specially conferred upon it or assigned to it under this Treaty;

(iii) give directions to the Director General concerning the preparations for revision conferences;

(iv) review and approve the reports and activities of the Director General concerning the Union, and give him all necessary instructions concerning matters within the competence of the Union;

(v) establish such committees and working groups as it deems appropriate to facilitate the work of the Union;

(vi) determine, subject to paragraph (1)(d), which States other than Contracting States, which intergovernmental organizations other than intergovernmental industrial property organizations as defined in Article 2(v) and which international non-governmental organizations shall be admitted to its meetings as observers and to what extent international depositary authorities shall be admitted to its meetings as observers;

(vii) take any other appropriate action designed to further the objectives of the Union;

(viii) perform such other functions as are appropriate under this Treaty.

(b) With respect to matters which are of interest also to other Unions administered by the Organization, the Assembly shall make its decisions after having heard the advice of the Coordination Committee of the Organization.

(3) A delegate may represent, and vote in the name of, one State only.

(4) Each Contracting State shall have one vote.

(5)(a) One-half of the Contracting States shall constitute a quorum.

(b) In the absence of the quorum, the Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the quorum and the required majority are attained through voting by correspondence as provided in the Regulations.

(6)(a) Subject to Articles 8(1)(c), 12(4) and 14(2)(b), the decisions of the Assembly shall require a majority of the votes cast.

(b) Abstentions shall not be considered as votes.

(7)(a) The Assembly shall meet once in every third calendar year in ordinary session upon convocation by the Director General, preferably during the same period and at the same place as the General Assembly of the Organization.

(b) The Assembly shall meet in extraordinary session upon convocation by the Director General, either on his own initiative or at the request of one-fourth of the Contracting States.

(8) The Assembly shall adopt its own rules of procedure.

Article 11

International Bureau

(1) The International Bureau shall:

(i) perform the administrative tasks concerning the Union, in particular such tasks as are specifically assigned to it under this Treaty and the Regulations or by the Assembly;

(ii) provide the secretariat of revision conferences, of the Assembly, of committees and working groups established by the Assembly, and of any other meeting convened by the Director General and dealing with matters of concern to the Union.

(2) The Director General shall be the chief executive of the Union and shall represent the Union.

(3) The Director General shall convene all meetings dealing with matters of concern to the Union.

(4)(a) The Director General and any staff member designated by him shall participate, without the right to vote, in all meetings of the Assembly, the committees and working groups established by the Assembly, and any other meeting convened by the Director General and dealing with matters of concern to the Union.

(b) The Director General, or a staff member designated by him, shall be ex officio secretary of the Assembly, and of the committees, working groups and other meetings referred to in subparagraph (a).

(5)(a) The Director General shall, in accordance with the directions of the Assembly, make the preparations for revision conferences.

(b) The Director General may consult with inter-governmental and international non-governmental organizations concerning the preparations for revision conferences.

(c) The Director General and persons designated by him shall take part, without the right to vote, in the discussions at revision conferences.

(d) The Director General, or a staff member designated by him, shall be ex officio secretary of any revision conference.

Article 12

Regulations

(1) The Regulations provide rules concerning:

(i) matters in respect of which this Treaty expressly refers to the Regulations or expressly provides that they are or shall be prescribed;

(ii) any administrative requirements, matters or procedures;

(iii) any details useful in the implementation of this Treaty.

(2) The Regulations adopted at the same time as this Treaty are annexed to this Treaty.

(3) The Assembly may amend the Regulations.

(4)(a) Subject to subparagraph (b), adoption of any amendment of the Regulations shall require two-thirds of the votes cast.

(b) Adoption of any amendment concerning the furnishing of samples of deposited microorganisms by the international depositary authorities shall require that no Contracting State vote against the proposed amendment.

(5) In the case of conflict between the provisions of this Treaty and those of the Regulations, the provisions of this Treaty shall prevail.

CHAPTER III

REVISION AND AMENDMENT

Article 13

Revision of the Treaty

(1) This Treaty may be revised from time to time by conferences of the Contracting States.

(2) The convocation of any revision conference shall be decided by the Assembly.

(3) Articles 10 and 11 may be amended either by a revision conference or according to Article 14.

Article 14

Amendment of Certain Provisions of the Treaty

(1)(a) Proposals under this Article for the amendment of Articles 10 and 11 may be initiated by any Contracting State or by the Director General

(b) Such proposals shall be communicated by the Director General to the Contracting States at least six months in advance of their consideration by the Assembly.

(2)(a) Amendments to the Articles referred to in paragraph (1) shall be adopted by the Assembly.

(b) Adoption of any amendment to Article 10 shall require four-fifths of the votes cast; adoption of any amendment to Article 11 shall require three-fourths of the votes cast.

(3)(a) Any amendment to the Articles referred to in paragraph (1) shall enter into force one month after written notifications of acceptance, effected in accordance with their respective constitutional processes, have been received by the Director General from three-fourths of the Contracting States members of the Assembly at the time the Assembly adopted the amendment.

(b) Any amendment to the said Articles thus accepted shall bind all the Contracting States which were Contracting States at the time the amendment was adopted by the Assembly, provided that any amendment creating financial obligations for the said Contracting States or increasing such obligations shall bind only those Contracting States which have notified their acceptance of such amendment.

(c) Any amendment which has been accepted and which has entered into force in accordance with subparagraph (a) shall bind all States which become Contracting States after the date on which the amendment was adopted by the Assembly.

CHAPTER IV

FINAL PROVISIONS

Article 15

Becoming Party to the Treaty

(1) Any State member of the International (Paris) Union for the Protection of Industrial Property may become party to this Treaty by:

(i) signature followed by the deposit of an instrument of ratification, or

(ii) deposit of an instrument of accession.

(2) Instruments of ratification or accession shall be deposited with the Director General.

Article 16

Entry Into Force of the Treaty

(1) This Treaty shall enter into force, with respect to the first five States which have deposited their instruments of ratification or accession, three months after the date on which the fifth instrument of ratification or accession has been deposited.

(2) This Treaty shall enter into force with respect to any other State three months after the date on which that State has deposited its instrument of ratification or accession unless a later date has been indicated in the instrument of ratification or accession. In the latter case, this Treaty shall enter into force with respect to that State on the date thus indicated.

Article 17

Denunciation of the Treaty

(1) Any Contracting State may denounce this Treaty by notification addressed to the Director General.

(2) Denunciation shall take effect two years after the day on which the Director General has received the notification.

(3) The right of denunciation provided for in paragraph (1) shall not be exercised by any Contracting State before the expiration of five years from the date on which it becomes party to this Treaty.

(4) The denunciation of this Treaty by a Contracting State that has made a declaration referred to in Article 7(1)(a) with respect to a depositary institution which thus acquired the status of international depositary authority shall entail the termination of such status one year after the day on which the Director General received the notification referred to in paragraph (1).

Article 18

Signature and Languages of the Treaty

(1)(a) This Treaty shall be signed in a single original in the English and French languages, both texts being equally authentic.

(b) Official texts of this Treaty shall be established by the Director General, after consultation with the interested Governments and within two months from the date of signature of this Treaty, in the other languages in which the Convention Establishing the World Intellectual Property Organization was signed.

(c) Official texts of this Treaty shall be established by the Director General, after consultation with the interested Governments, in the Arabic, German, Italian, Japanese and Portuguese languages, and such other languages as the Assembly may designate.

(2) This Treaty shall remain open for signature at Budapest until December 31, 1977.

Article 19

Deposit of the Treaty; Transmittal of Copies; Registration of the Treaty

(1) The original of this Treaty, when no longer open for signature, shall be deposited with the Director General.

(2) The Director General shall transmit two copies, certified by him, of this Treaty and the Regulations to the Governments of all the States referred to in Article 15(1), to the intergovernmental organiza-

tions that may file a declaration under Article 9(1)(a) and, on request, to the Government of any other State.

(3) The Director General shall register this Treaty with the Secretariat of the United Nations.

(4) The Director General shall transmit two copies, certified by him, of any amendment to this Treaty and to the Regulations to all Contracting States, to all intergovernmental industrial property organizations and, on request, to the Government of any other State and to any other intergovernmental organization that may file a declaration under Article 9(1)(a).

Article 20

Notifications

The Director General shall notify the Contracting States, the intergovernmental industrial property

organizations and those States not members of the Union which are members of the International (Paris) Union for the Protection of Industrial Property of:

- (i) signatures under Article 18;
- (ii) deposits of instruments of ratification or accession under Article 15(2);
- (iii) declarations filed under Article 9(1)(a) and notifications of withdrawal under Article 9(2) or (3);
- (iv) the date of entry into force of this Treaty under Article 16(1);
- (v) the communications under Articles 7 and 8 and the decisions under Article 8;
- (vi) acceptance of amendments to this Treaty under Article 14(3);
- (vii) any amendment of the Regulations;
- (viii) the dates on which amendments to the Treaty or the Regulations enter into force;
- (ix) denunciations received under Article 17.

Regulations

Under the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure

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Rule 1**Abbreviated Expressions and Interpretation
of the Word "Signature"****1.1 "Treaty"**

In these Regulations, the word "Treaty" means the Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure.

1.2 "Article"

In these Regulations, the word "Article" refers to the specified Article of the Treaty.

1.3 "Signature"

In these Regulations, whenever the word "signature" is used, it shall be understood that, where the law of the State on the territory of which an international depositary authority is located requires the use of a seal instead of a signature, the said word shall mean "seal" for the purposes of that authority.

Rule 2**International Depositary Authorities****2.1 Legal Status**

Any international depositary authority may be a government agency, including any public institution attached to a public administration other than the central government, or a private entity.

2.2 Staff and Facilities

The requirements referred to in Article 6(2)(ii) shall include in particular the following:

(i) the staff and facilities of any international depositary authority must enable the said authority to store the deposited microorganisms in a manner which ensures that they are kept viable and uncontaminated;

(ii) any international depositary authority must, for the storage of microorganisms, provide for sufficient safety measures to minimize the risk of losing microorganisms deposited with it.

2.3 Furnishing of Samples

The requirements referred to in Article 6(2)(viii) shall include in particular the requirement that any international depositary authority must furnish

samples of deposited microorganisms in an expeditious and proper manner.

Rule 3**Acquisition of the Status of International
Depositary Authority****3.1 Communication**

(a) The communication referred to in Article 7(1) shall be addressed to the Director General, in the case of a Contracting State, through diplomatic channels or, in the case of an intergovernmental industrial property organization, by its chief executive officer.

(b) The communication shall:

(i) indicate the name and address of the depositary institution to which the communication relates;

(ii) contain detailed information as to the said institution's capacity to comply with the requirements specified in Article 6(2), including information on its legal status, scientific standing, staff and facilities;

(iii) where the said depositary institution intends to accept for deposit only certain kinds of microorganisms, specify such kinds;

(iv) indicate the amount of any fees that the said institution will, upon acquiring the status of international depositary authority, charge for storage, viability statements and furnishing of samples of microorganisms;

(v) indicate the official language or languages of the said institution;

(vi) where applicable, indicate the date referred to in Article 7(1)(b).

3.2 Processing of the Communication

If the communication complies with Article 7(1) and Rule 3.1, it shall be promptly notified by the Director General to all Contracting States and intergovernmental industrial property organizations and shall be promptly published by the International Bureau.

**3.3 Extension of the List of Kinds of Microorganisms
Accepted**

The Contracting State or intergovernmental industrial property organization having made the communication referred to in Article 7(1) may, at any time thereafter, notify the Director General that its assurances are extended to specified kinds of micro-

organisms to which, so far, the assurances have not extended. In such a case, and as far as the additional kinds of microorganisms are concerned, Article 7 and Rules 3.1 and 3.2 shall apply, *mutatis mutandis*.

Rule 4

Termination or Limitation of the Status of International Depositary Authority

4.1 Request; Processing of Request

(a) The request referred to in Article 8(1)(a) shall be addressed to the Director General as provided in Rule 3.1(a).

(b) The request shall:

(i) indicate the name and address of the international depositary authority concerned;

(ii) where it relates only to certain kinds of microorganisms, specify such kinds;

(iii) indicate in detail the facts on which it is based.

(c) If the request complies with paragraphs (a) and (b), it shall be promptly notified by the Director General to all Contracting States and intergovernmental industrial property organizations.

(d) Subject to paragraph (e), the Assembly shall consider the request not earlier than six and not later than eight months from the notification of the request.

(e) Where, in the opinion of the Director General, respect of the time limit provided for in paragraph (d) could endanger the interests of actual or potential depositors, he may convene the Assembly for a date earlier than the date of the expiration of the six-month period provided for in paragraph (d).

(f) If the Assembly decides to terminate, or to limit to certain kinds of microorganisms, the status of international depositary authority, the said decision shall become effective three months after the date on which it was made.

4.2 Communication; Effective Date; Processing of Communication

(a) The communication referred to in Article 8(2)(a) shall be addressed to the Director General as provided in Rule 3.1(a).

(b) The communication shall:

(i) indicate the name and address of the international depositary authority concerned;

(ii) where it relates only to certain kinds of microorganisms, specify such kinds;

(iii) where the Contracting State or intergovernmental industrial property organization making the communication desires that the effects provided for in Article 8(2)(b) take place on a date later than at the expiration of three months from the date of the communication, indicate that later date.

(c) Where paragraph (b) (iii) applies, the effects provided for in Article 8(2)(b) shall take place on the date indicated under that paragraph in the communication; otherwise, they shall take place at the expiration of three months from the date of the communication.

(d) The Director General shall promptly notify all Contracting States and intergovernmental industrial property organizations of any communication received under Article 8(2) and of its effective date under paragraph (c). A corresponding notice shall be promptly published by the International Bureau.

4.3 Consequences for Deposits

In the case of a termination or limitation of the status of international depositary authority under Articles 8(1), 8(2), 9(4) or 17(4), Rule 5.1 shall apply, *mutatis mutandis*.

Rule 5

Defaults by the International Depositary Authority

5.1 Discontinuance of Performance of Functions in Respect of Deposited Microorganisms

(a) If any international depositary authority temporarily or definitively discontinues the performance of any of the tasks it should perform under the Treaty and these Regulations in relation to any microorganisms deposited with it, the Contracting State or intergovernmental industrial property organization which, in respect of that authority, has furnished the assurances under Article 6(1) shall:

(i) ensure, to the fullest extent possible, that samples of all such microorganisms are transferred promptly and without deterioration or contamination from the said authority ("the defaulting authority") to another international depositary authority ("the substitute authority");

(ii) ensure, to the fullest extent possible, that all mail or other communications addressed to the

defaulting authority, and all files and other relevant information in the possession of that authority, in respect of the said microorganisms are promptly transferred to the substitute authority;

(iii) ensure, to the fullest extent possible, that the defaulting authority promptly notifies all depositors affected of the discontinuance of the performance of its functions and the transfers effected;

(iv) promptly notify the Director General of the fact and the extent of the discontinuance in question and of the measures which have been taken by the said Contracting State or intergovernmental industrial property organization under (i) to (iii).

(b) The Director General shall promptly notify the Contracting States and the intergovernmental industrial property organizations as well as the industrial property offices of the notification received under paragraph (a) (iv); the notification of the Director General and the notification received by him shall be promptly published by the International Bureau.

(c) Under the applicable patent procedure it may be required that the depositor shall, promptly after receiving the receipt referred to in Rule 7.5, notify to any industrial property office with which a patent application was filed with reference to the original deposit the new accession number given to the deposit by the substitute authority.

(d) The substitute authority shall retain in an appropriate form the accession number given by the defaulting authority, together with the new accession number.

(e) In addition to any transfer effected under paragraph (a) (i), the defaulting authority shall, upon request by the depositor, transfer a sample of any microorganism deposited with it to any international depositary authority indicated by the depositor other than the substitute authority, provided that the depositor pays any expenses to the defaulting authority resulting from the transfer of that sample. The depositor shall pay the fee for the storage of the said sample to the international depositary authority indicated by him.

(f) On the request of any depositor affected, the defaulting authority shall retain, as far as possible, samples of the microorganisms deposited with it.

5.2 Refusal To Accept Certain Kinds of Microorganisms

(a) If any international depositary authority refuses to accept for deposit any of the kinds of micro-

organisms which it should accept under the assurances furnished, the Contracting State or intergovernmental industrial property organization which, in respect of that authority, has made the declaration referred to in Article 7(1)(a) shall promptly notify the Director General of the relevant facts and the measures which have been taken.

(b) The Director General shall promptly notify the other Contracting States and intergovernmental industrial property organizations of the notification received under paragraph (a); the notification of the Director General and the notification received by him shall be promptly published by the International Bureau.

Rule 6

Making the Original Deposit or New Deposit

6.1 Original Deposit

(a) The microorganism transmitted by the depositor to the international depositary authority shall, except where Rule 6.2 applies, be accompanied by a written statement bearing the signature of the depositor and containing:

(i) an indication that the deposit is made under the Treaty;

(ii) the name and address of the depositor;

(iii) details of the conditions necessary for the cultivation of the microorganism, for its storage and for testing its viability and also, where a mixture of microorganisms is deposited, descriptions of the components of the mixture and at least one of the methods permitting the checking of their presence;

(iv) an identification reference (number, symbols, etc.) given by the depositor to the microorganism;

(v) an indication of the properties of the microorganism which the international depositary authority cannot be expected to foresee but which are dangerous to health or the environment, particularly in the case of new microorganisms.

(b) It is strongly recommended that the written statement referred to in paragraph (a) should contain the scientific description and/or proposed taxonomic designation of the deposited microorganism.

6.2 New Deposit

(a) Subject to paragraph (b), in the case of a new deposit made under Article 4, the microorganism

transmitted by the depositor to the international depositary authority shall be accompanied by a copy of the receipt of the original deposit, a copy of the most recent statement concerning the viability of the microorganism originally deposited indicating that the microorganism is viable and a written statement bearing the signature of the depositor and containing:

(i) the indications referred to in Rule 6.1(a) (i) to (v);

(ii) a declaration stating the reason relevant under Article 4(1)(a) for making the new deposit, the statement required under Article 4(1)(c), and, where applicable, an indication of the date relevant under Article 4(1)(e);

(iii) where a scientific description and/or proposed taxonomic designation was/were indicated in connection with the original deposit, the most recent scientific description and/or proposed taxonomic designation as existing on the date relevant under Article 4(1)(e).

(b) Where the new deposit is made with the international depositary authority with which the original deposit was made, paragraph (a) (i) shall not apply.

6.3 Requirements of the International Depositary Authority

(a) Any international depositary authority may require that the microorganism be deposited in the form and quantity necessary for the purposes of the Treaty and these Regulations and be accompanied by a form established by such authority and duly completed by the depositor for the purposes of the administrative procedures of such authority.

(b) Any international depositary authority shall communicate any such requirements and any amendments thereof to the International Bureau.

Rule 7

Receipt

7.1 Issuance of Receipt

The international depositary authority shall issue to the depositor, in respect of each deposit of microorganism effected with it or transferred to it, a receipt in attestation of the fact that it has received and accepted the microorganism.

7.2 Form; Languages; Signature

(a) Any receipt referred to in Rule 7.1 shall be established on a form called an "international form," a model of which shall be established by the Director General in those languages which the Assembly shall designate.

(b) Any words or letters filled in in the receipt in characters other than those of the Latin alphabet shall also appear therein transliterated in characters of the Latin alphabet.

(c) The receipt shall bear the signature of the person or persons having the power to represent the international depositary authority or that of any other official of that authority duly authorized by the said person or persons.

7.3 Contents in the Case of the Original Deposit

Any receipt referred to in Rule 7.1 and issued in the case of an original deposit shall indicate that it is issued by the depositary institution in its capacity of international depositary authority under the Treaty and shall contain at least the following indications:

(i) the name and address of the international depositary authority;

(ii) the name and address of the depositor;

(iii) the date of receipt of the microorganism by the international depositary authority;

(iv) the identification reference (number, symbols, etc.) given by the depositor to the microorganism;

(v) the accession number given by the international depositary authority to the deposit;

(vi) where the written statement referred to in Rule 6.1(a) contains the scientific description and/or proposed taxonomic designation of the microorganism, a reference to that fact.

7.4 Contents in the Case of the New Deposit

Any receipt referred to in Rule 7.1 and issued in the case of a new deposit effected under Article 4 shall be accompanied by a copy of the receipt of the original deposit and a copy of the most recent statement concerning the viability of the microorganism originally deposited indicating that the microorganism is viable, and shall at least contain:

(i) the indications referred to in Rule 7.3(i) to (v);

(ii) an indication of the relevant reason and, where applicable, the relevant date as stated by the depositor in accordance with Rule 6.2(a)(ii);

(iii) where Rule 6.2(a)(iii) applies, a reference to the fact that a scientific description and/or a proposed taxonomic designation has/have been indicated by the depositor;

(iv) the accession number given to the original deposit.

7.5 Receipt in the Case of Transfer

The international depositary authority to which samples of microorganisms are transferred under Rule 5.1(a) (1) shall issue to the depositor, in respect of each deposit in relation with which a sample is transferred, a receipt indicating that it is issued by the depositary institution in its capacity of international depositary authority under the Treaty and containing at least:

- (i) the indications referred to in Rule 7.3(i) to (v);
- (ii) the name and address of the international depositary authority from which the transfer was effected;
- (iii) the accession number given by the international depositary authority from which the transfer was effected.

7.6 Communication of the Scientific Description and/or Proposed Taxonomic Designation

On request of any party entitled to receive a sample of the deposited microorganism under Rules 11.1, 11.2 or 11.3, the international depositary authority shall communicate to such party the scientific description and/or proposed taxonomic designation referred to in Rules 7.3(vi) or 7.4(iii).

Rule 8

Later Indication or Amendment of the Scientific Description and/or Proposed Taxonomic Designation

8.1 Communication

(a) Where, in connection with the deposit of a microorganism, the scientific description and/or taxonomic designation of the microorganism was/were not indicated, the depositor may later indicate or, where already indicated, may amend such description and/or designation.

(b) Any such later indication or amendment shall be made in a written communication, bearing the signature of the depositor, addressed to the international depositary authority and containing:

- (i) the name and address of the depositor;
- (ii) the accession number given by the said authority;
- (iii) the scientific description and/or proposed taxonomic designation of the microorganism;
- (iv) in the case of an amendment, the last preceding scientific description and/or proposed taxonomic designation.

8.2 Attestation

The international depositary authority shall, on the request of the depositor having made the communication referred to in Rule 8.1, deliver to him an attestation showing the data referred to in Rule 8.1(b) (i) to (iv) and the date of receipt of such communication.

Rule 9

Storage of Microorganisms

9.1 Duration of the Storage

Any microorganism deposited with an international depositary authority shall be stored by such authority, with all the care necessary to keep it viable and uncontaminated, for a period of at least five years after the most recent request for the furnishing of a sample of the deposited microorganism was received by the said authority and, in any case, for a period of at least 30 years after the date of the deposit.

9.2 Secrecy

No international depositary authority shall give information to anyone whether a microorganism has been deposited with it under the Treaty. Furthermore, it shall not give any information to anyone concerning any microorganism deposited with it under the Treaty except to an authority, natural person or legal entity which is entitled to obtain a sample of the said microorganism under Rule 11 and subject to the same conditions as provided in that Rule.

Rule 10

Viability Test and Statement

10.1 Obligation to Test

The international depositary authority shall test the viability of each microorganism deposited with it:

(i) promptly after any deposit referred to in Rule 6 or any transfer referred to in Rule 5.1;

(ii) at reasonable intervals, depending on the kind of microorganism and its possible storage conditions, or at any time, if necessary for technical reasons;

(iii) at any time, on the request of the depositor.

10.2 Viability Statement

(a) The international depositary authority shall issue a statement concerning the viability of the deposited microorganism:

(i) to the depositor, promptly after any deposit referred to in Rule 6 or any transfer referred to in Rule 5.1;

(ii) to the depositor, on his request, at any time after the deposit or transfer;

(iii) to any industrial property office, other authority, natural person or legal entity, other than the depositor, to whom or to which samples of the deposited microorganism were furnished in conformity with Rule 11, on his or its request, together with or at any time after such furnishing of samples.

(b) The viability statement shall indicate whether the microorganism is or is no longer viable and shall contain:

(i) the name and address of the international depositary authority issuing it;

(ii) the name and address of the depositor;

(iii) the date of the deposit of the microorganism and of the transfer, if any;

(iv) the accession number given by the said authority;

(v) the date of the test to which it refers;

(vi) information on the conditions under which the viability test has been performed, provided that the said information has been requested by the party to which the viability statement is issued and that the results of the test were negative.

(c) In the cases of paragraph (a) (ii) and (iii), the viability statement shall refer to the most recent viability test.

(d) As to form, languages and signature, Rule 7.2 shall apply, *mutatis mutandis*, to the viability statement.

(e) In the case of paragraph (a) (i) or where the request is made by an industrial property office, the issuance of the viability statement shall be free of charge. Any fee payable under Rule 12.1(a) (iii) in

respect of any other viability statement shall be chargeable to the party requesting the statement and shall be paid before or at the time of making the request.

Rule 11

Furnishing of Samples

11.1 Furnishing of Samples to Interested Industrial Property Offices

Any international depositary authority shall furnish a sample of any deposited microorganism to the industrial property office of any Contracting State or of any intergovernmental industrial property organization, on the request of such office, provided that the request shall be accompanied by a declaration to the effect that:

(i) an application referring to the deposit of that microorganism has been filed with that office for the grant of a patent and that the subject matter of that application involves the said microorganism or the use thereof;

(ii) such application is pending before that office or has led to the grant of a patent;

(iii) the sample is needed for the purposes of a patent procedure having effect in the said Contracting State or in the said organization or its member States;

(iv) the said sample and any information accompanying or resulting from it will be used only for the purposes of the said patent procedure.

11.2 Furnishing of Samples to or with the Authorization of the Depositor

Any international depositary authority shall furnish a sample of any deposited microorganism:

(i) to the depositor, on his request;

(ii) to any authority, natural person or legal entity (hereinafter referred to as "the authorized party"), on the request of such party, provided that the request is accompanied by a declaration of the depositor authorizing the requested furnishing of a sample.

11.3 Furnishing of Samples to Parties Legally Entitled

(a) Any international depositary authority shall furnish a sample of any deposited microorganism to any authority, natural person or legal entity (hereinafter referred to as "the certified party"), on the

request of such party, provided that the request is made on a form whose contents are fixed by the Assembly and that on the said form the industrial property office certifies:

(i) that an application referring to the deposit of that microorganism has been filed with that office for the grant of a patent and that the subject matter of that application involves the said microorganism or the use thereof;

(ii) that, except where the second phrase of (iii) applies, publication for the purposes of patent procedure has been effected by that office;

(iii) *either* that the certified party has a right to a sample of the microorganism under the law governing patent procedure before that office and, where the said law makes the said right dependent on the fulfillment of certain conditions, that that office is satisfied that such conditions have actually been fulfilled *or* that the certified party has affixed his signature on a form before that office and that, as a consequence of the signature of the said form, the conditions for furnishing a sample to the certified party are deemed to be fulfilled in accordance with the law governing patent procedure before that office; where the certified party has the said right under the said law prior to publication for the purposes of patent procedure by the said office and such publication has not yet been effected, the certification shall expressly state so and shall indicate, by citing it in the customary manner, the applicable provision of the said law, including any court decision.

(b) In respect of patents granted and published by any industrial property office, such office may from time to time communicate to any international depositary authority lists of the accession numbers given by that authority to the deposits of the microorganisms referred to in the said patents. The international depositary authority shall, on the request of any authority, natural person or legal entity (hereinafter referred to as "the requesting party"), furnish to it a sample of any microorganism where the accession number has been so communicated. In respect of deposited microorganisms whose accession numbers have been so communicated, the said office shall not be required to provide the certification referred to in Rule 11.3(a).

11.4 Common Rules

(a) Any request, declaration, certification or communication referred to in Rules 11.1, 11.2 and 11.3 shall be

(i) in English, French, Russian or Spanish where it is addressed to an international depositary authority whose official language is or whose official languages include English, French, Russian or Spanish, respectively, provided that, where it must be in Russian or Spanish, it may be instead filed in English or French and, if it is so filed, the International Bureau shall, on the request of the interested party referred to in the said Rules or the international depositary authority, establish, promptly and free of charge, a certified translation into Russian or Spanish;

(ii) in all other cases, it shall be in English or French, provided that it may be, instead, in the official language or one of the official languages of the international depositary authority.

(b) Notwithstanding paragraph (a), where the request referred to in Rule 11.1 is made by an industrial property office whose official language is Russian or Spanish, the said request may be in Russian or Spanish, respectively, and the International Bureau shall establish, promptly and free of charge, a certified translation into English or French, on the request of that office.

(c) Any request, declaration, certification or communication referred to in Rules 11.1, 11.2 and 11.3 shall be in writing, shall bear a signature and shall be dated.

(d) Any request, declaration or certification referred to in Rules 11.1, 11.2 and 11.3(a) shall contain the following indications:

(i) the name and address of the industrial property office making the request, of the authorized party or of the certified party, as the case may be;

(ii) the accession number given to the deposit;

(iii) in the case of Rule 11.1, the date and number of the application or patent referring to the deposit;

(iv) in the case of Rule 11.3(a), the indications referred to in (iii) and the name and address of the industrial property office which has made the certification referred to in the said Rule.

(e) Any request referred to in Rule 11.3(b) shall contain the following indications:

(i) the name and address of the requesting party;

(ii) the accession number given to the deposit.

(f) The container in which the sample furnished is placed shall be marked by the international depositary authority with the accession number given to the deposit and shall be accompanied by a copy of the receipt referred to in Rule 7.

(g) The international depositary authority having furnished a sample to any interested party other than the depositor shall promptly notify the depositor in writing of that fact, as well as of the date on which the said sample was furnished and of the name and address of the industrial property office, of the authorized party, of the certified party or of the requesting party, to whom or to which the sample was furnished. The said notification shall be accompanied by a copy of the pertinent request, of any declarations submitted under Rules 11.1 or 11.2(ii) in connection with the said request, and of any forms or requests bearing the signature of the requesting party in accordance with Rule 11.3.

(h) The furnishing of samples referred to in Rule 11.1 shall be free of charge. Where the furnishing of samples is made under Rule 11.2 or 11.3, any fee payable under Rule 12.1(a)(iv) shall be chargeable to the depositor, to the authorized party, to the certified party or to the requesting party, as the case may be, and shall be paid before or at the time of making the said request.

Rule 12

Fees

12.1 Kinds and Amounts

(a) Any international depositary authority may, with respect to the procedure under the Treaty and these Regulations, charge a fee:

- (i) for storage;
- (ii) for the attestation referred to in Rule 8.2;
- (iii) subject to Rule 10.2(e), first sentence, for the issuance of viability statements;
- (iv) subject to Rule 11.4(h), first sentence, for the furnishing of samples.

(b) The fee for storage shall be for the whole duration of the storage of the microorganism as provided in Rule 9.1.

(c) The amount of any fee shall not vary on account of the nationality or residence of the depositor or on account of the nationality or residence of the authority, natural person or legal entity requesting the issuance of a viability statement or furnishing of samples.

12.2 Change in the Amounts

(a) Any change in the amount of the fees charged by any international depositary authority shall be

notified to the Director General by the Contracting State or intergovernmental industrial property organization which made the declaration referred to in Article 7(1) in respect of that authority. The notification may, subject to paragraph (c), contain an indication of the date from which the new fees will apply.

(b) The Director General shall promptly notify all Contracting States and intergovernmental industrial property organizations of any notification received under paragraph (a) and of its effective date under paragraph (c); the notification of the Director General and the notification received by him shall be promptly published by the International Bureau.

(c) Any new fees shall apply as of the date indicated under paragraph (a), provided that, where the change consists of an increase in the amounts of the fees or where no date is so indicated, the new fees shall apply as from the thirtieth day following the publication of the change by the International Bureau.

Rule 13

Publication by the International Bureau

13.1 Form of Publication

Any publication by the International Bureau referred to in the Treaty or these Regulations shall be made in the monthly periodical of the International Bureau referred to in the Paris Convention for the Protection of Industrial Property.

13.2 Contents

(a) At least in the first issue of each year of the said periodical, an up-to-date list of the international depositary authorities shall be published, indicating in respect of each such authority the kinds of microorganisms that may be deposited with it and the amount of the fees charged by it.

(b) Full information on any of the following facts shall be published once, in the first issue of the said periodical published after the occurrence of the fact:

(i) any acquisition, termination or limitation of the status of international depositary authority, and the measures taken in connection with that termination or limitation;

(ii) any extension referred to in Rule 3.3;

(iii) any discontinuance of the functions of an international depositary authority, any refusal to

accept certain kinds of microorganisms, and the measures taken in connection with such discontinuance or refusal;

(iv) any change in the fees charged by an international depositary authority;

(v) any requirements communicated in accordance with Rule 6.3(b) and any amendments thereof.

Rule 14

Expenses of Delegations

14.1 Coverage of Expenses

The expenses of each delegation participating in any session of the Assembly and in any committee, working group or other meeting dealing with matters of concern to the Union shall be borne by the State or organization which has appointed it.

Rule 15

Absence of Quorum in the Assembly

15.1 Voting by Correspondence

(a) In the case provided for in Article 10(5)(b), the Director General shall communicate any decision of the Assembly (other than decisions relating to the Assembly's own procedure) to the Contracting States which were not represented when the decision was made and shall invite them to express in writing their vote or abstention within a period of three months from the date of the communication.

(b) If, at the expiration of the said period, the number of Contracting States having thus expressed their vote or abstention attains the number of Contracting States which was lacking for attaining the quorum when the decision was made, that decision shall take effect provided that at the same time the required majority still obtains.

**Traité de Budapest sur la reconnaissance internationale
du dépôt des micro-organismes
aux fins de la procédure en matière de brevets**

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DISPOSITIONS INTRODUCTIVES

Article premier

Constitution d'une union

Les Etats parties au présent Traité (ci-après dénommés « les Etats contractants ») sont constitués à l'état d'Union pour la reconnaissance internationale du dépôt des micro-organismes aux fins de la procédure en matière de brevets.

* Cette table des matières ne figure pas dans le texte original.

Article 2

Définitions

Aux fins du présent Traité et du Règlement d'exécution,

i) toute référence à un « brevet » s'entend comme une référence aux brevets d'invention, aux certificats d'auteur d'invention, aux certificats d'utilité, aux modèles d'utilité, aux brevets ou certificats d'addition, aux certificats d'auteur d'invention additionnels et aux certificats d'utilité additionnels;

ii) on entend par « dépôt d'un micro-organisme », selon le contexte dans lequel ces mots figurent, les

actes suivants, accomplis conformément au présent Traité et au Règlement d'exécution: la transmission d'un micro-organisme à une autorité de dépôt internationale, qui le reçoit et l'accepte, ou la conservation d'un tel micro-organisme par l'autorité de dépôt internationale, ou à la fois ladite transmission et ladite conservation;

iii) on entend par «procédure en matière de brevets» toute procédure administrative ou judiciaire relative à une demande de brevet ou à un brevet;

iv) on entend par «publication aux fins de la procédure en matière de brevets» la publication officielle, ou la mise officielle à la disposition du public pour inspection, d'une demande de brevet ou d'un brevet;

v) on entend par «organisation intergouvernementale de propriété industrielle» une organisation qui a présenté une déclaration en vertu de l'article 9.1);

vi) on entend par «office de la propriété industrielle» une autorité d'un Etat contractant ou d'une organisation intergouvernementale de propriété industrielle qui est compétente pour la délivrance de brevets;

vii) on entend par «institution de dépôt» une institution qui assure la réception, l'acceptation et la conservation des micro-organismes et la remise d'échantillons de ceux-ci;

viii) on entend par «autorité de dépôt internationale» une institution de dépôt qui a acquis le statut d'autorité de dépôt internationale conformément à l'article 7;

ix) on entend par «déposant» la personne physique ou morale qui transmet un micro-organisme à une autorité de dépôt internationale, laquelle le reçoit et l'accepte, et tout ayant cause de ladite personne;

x) on entend par «Union» l'Union visée à l'article premier;

xi) on entend par «Assemblée» l'Assemblée visée à l'article 10;

xii) on entend par «Organisation» l'Organisation Mondiale de la Propriété Intellectuelle;

xiii) on entend par «Bureau international» le Bureau international de l'Organisation et, tant qu'ils existeront, les Bureaux internationaux réunis pour la protection de la propriété intellectuelle (BIRPI);

xiv) on entend par «Directeur général» le Directeur général de l'Organisation;

xv) on entend par «Règlement d'exécution» le Règlement d'exécution visé à l'article 12.

CHAPITRE PREMIER

DISPOSITIONS DE FOND

Article 3

Reconnaissance et effets du dépôt des micro-organismes

1) a) Les Etats contractants qui permettent ou exigent le dépôt des micro-organismes aux fins de la procédure en matière de brevets reconnaissent, aux fins de cette procédure, le dépôt d'un micro-organisme effectué auprès d'une autorité de dépôt internationale. Cette reconnaissance comprend la reconnaissance du fait et de la date du dépôt tels que les indique l'autorité de dépôt internationale, ainsi que la reconnaissance du fait que ce qui est remis en tant qu'échantillon est un échantillon du micro-organisme déposé.

b) Tout Etat contractant peut exiger une copie du récépissé du dépôt visé au sous-alinéa a), délivré par l'autorité de dépôt internationale.

2) En ce qui concerne les matières régies par le présent Traité et le Règlement d'exécution, aucun Etat contractant ne peut exiger qu'il soit satisfait à des exigences différentes de celles qui sont prévues dans le présent Traité et dans le Règlement d'exécution ou à des exigences supplémentaires.

Article 4

Nouveau dépôt

1) a) Lorsque, pour quelque raison que ce soit, l'autorité de dépôt internationale ne peut pas remettre d'échantillons du micro-organisme déposé, en particulier

i) lorsque le micro-organisme n'est plus viable, ou

ii) lorsque la remise d'échantillons nécessiterait leur envoi à l'étranger et que des restrictions à l'exportation ou à l'importation empêchent l'envoi ou la réception des échantillons à l'étranger,

cette autorité notifie au déposant qu'elle est dans l'impossibilité de remettre des échantillons, à bref délai après avoir constaté cette impossibilité, et lui en indique la raison; sous réserve de l'alinéa 2) et conformément aux dispositions du présent alinéa, le déposant a le droit d'effectuer un nouveau dépôt du micro-organisme qui faisait l'objet du dépôt initial.

b) Le nouveau dépôt est effectué auprès de l'autorité de dépôt internationale auprès de laquelle a été effectué le dépôt initial; toutefois,

i) il est effectué auprès d'une autre autorité de dépôt internationale si l'institution auprès de laquelle a été effectué le dépôt initial a cessé d'avoir le statut d'autorité de dépôt internationale, soit totalement soit à l'égard du type de micro-organisme auquel le micro-organisme déposé appartient, ou si l'autorité de dépôt internationale auprès de laquelle a été effectué le dépôt initial cesse, temporairement ou définitivement, d'exercer ses fonctions à l'égard de micro-organismes déposés;

ii) il peut être effectué auprès d'une autre autorité de dépôt internationale dans le cas visé au sous-alinéa a) ii).

c) Tout nouveau dépôt est accompagné d'une déclaration signée du déposant, aux termes de laquelle celui-ci affirme que le micro-organisme qui fait l'objet du nouveau dépôt est le même que celui qui faisait l'objet du dépôt initial. Si l'affirmation du déposant est contestée, le fardeau de la preuve est régi par le droit applicable.

d) Sous réserve des sous-alinéas a) à c) et e), le nouveau dépôt est traité comme s'il avait été effectué à la date à laquelle a été effectué le dépôt initial si toutes les déclarations antérieures sur la viabilité du micro-organisme qui faisait l'objet du dépôt initial ont indiqué que le micro-organisme était viable et si le nouveau dépôt a été effectué dans un délai de trois mois à compter de la date à laquelle le déposant a reçu la notification visée au sous-alinéa a).

e) Lorsque le sous-alinéa b) i) s'applique et que le déposant ne reçoit pas la notification visée au sous-alinéa a) dans un délai de six mois à compter de la date à laquelle la cessation, la limitation ou l'arrêt de l'exercice des fonctions, visés au sous-alinéa b) i), a été publié par le Bureau international, le délai de trois mois visé au sous-alinéa d) est calculé à partir de la date de cette publication.

2) Le droit visé à l'alinéa 1) a) n'existe pas lorsque le micro-organisme déposé a été transféré à une autre autorité de dépôt internationale aussi longtemps que cette autorité est en mesure de remettre des échantillons de ce micro-organisme.

Article 5

Restrictions à l'exportation et à l'importation

Chaque Etat contractant reconnaît qu'il est hautement souhaitable que, si et dans la mesure où est

restreinte l'exportation à partir de son territoire ou l'importation sur son territoire de certains types de micro-organismes, une telle restriction ne s'applique aux micro-organismes qui sont déposés ou destinés à être déposés en vertu du présent Traité que lorsque la restriction est nécessaire en considération de la sécurité nationale ou des risques pour la santé ou l'environnement.

Article 6

Statut d'autorité de dépôt internationale

1) Pour avoir droit au statut d'autorité de dépôt internationale, une institution de dépôt doit être située sur le territoire d'un Etat contractant et doit bénéficier d'assurances fournies par cet Etat aux termes desquelles cette institution remplit et continuera de remplir les conditions énumérées à l'alinéa 2). Ces assurances peuvent également être fournies par une organisation intergouvernementale de propriété industrielle; dans ce cas, l'institution de dépôt doit être située sur le territoire d'un Etat membre de cette organisation.

2) L'institution de dépôt doit, à titre d'autorité de dépôt internationale,

- i) avoir une existence permanente;
- ii) posséder, conformément au Règlement d'exécution, le personnel et les installations nécessaires à l'accomplissement des tâches scientifiques et administratives qui lui incombent en vertu du présent Traité;
- iii) être impartiale et objective;
- iv) être, aux fins du dépôt, à la disposition de tous les déposants aux mêmes conditions;
- v) accepter en dépôt des micro-organismes de tous les types ou de certains d'entre eux, examiner leur viabilité et les conserver, conformément au Règlement d'exécution;
- vi) délivrer un récépissé au déposant et toute déclaration requise sur la viabilité, conformément au Règlement d'exécution;
- vii) observer le secret, à l'égard des micro-organismes déposés, conformément au Règlement d'exécution;
- viii) remettre, dans les conditions et selon la procédure prescrites dans le Règlement d'exécution, des échantillons de tout micro-organisme déposé.

3) Le Règlement d'exécution prévoit les mesures à prendre

i) lorsqu'une autorité de dépôt internationale cesse, temporairement ou définitivement, d'exercer

ses fonctions à l'égard de micro-organismes déposés ou refuse d'accepter des types de micro-organismes qu'elle devrait accepter en vertu des assurances fournies;

ii) en cas de cessation ou de limitation du statut d'autorité de dépôt internationale d'une autorité de dépôt internationale.

Article 7

Acquisition du statut d'autorité de dépôt internationale

1) a) Une institution de dépôt acquiert le statut d'autorité de dépôt internationale en vertu d'une communication écrite qui est adressée au Directeur général par l'Etat contractant sur le territoire duquel est située l'institution de dépôt et qui comprend une déclaration contenant des assurances aux termes desquelles ladite institution remplit et continuera de remplir les conditions énumérées à l'article 6.2). Ledit statut peut également être acquis en vertu d'une communication écrite qui est adressée au Directeur général par une organisation intergouvernementale de propriété industrielle et qui comprend ladite déclaration.

b) La communication contient également des renseignements sur l'institution de dépôt, conformément au Règlement d'exécution, et peut indiquer la date à laquelle devrait prendre effet le statut d'autorité de dépôt internationale.

2) a) Si le Directeur général constate que la communication comprend la déclaration requise et que tous les renseignements requis ont été reçus, la communication est publiée à bref délai par le Bureau international.

b) Le statut d'autorité de dépôt internationale est acquis à compter de la date de publication de la communication ou, lorsqu'une date a été indiquée en vertu de l'alinéa 1) b) et que cette date est postérieure à la date de publication de la communication, à compter de cette date.

3) Le Règlement d'exécution prévoit les détails de la procédure visée aux alinéas 1) et 2).

Article 8

Cessation et limitation du statut d'autorité de dépôt internationale

1) a) Tout Etat contractant ou toute organisation intergouvernementale de propriété industrielle peut requérir de l'Assemblée qu'elle mette fin au statut d'autorité de dépôt internationale d'une autorité ou

qu'elle le limite à certains types de micro-organismes, en raison du fait que les conditions énumérées à l'article 6 n'ont pas été remplies ou ne le sont plus. Toutefois, une telle requête ne peut pas être présentée par un Etat contractant ou une organisation intergouvernementale de propriété industrielle à l'égard d'une autorité de dépôt internationale pour laquelle cet Etat ou cette organisation a fait la déclaration visée à l'article 7.1) a).

b) Avant de présenter la requête en vertu du sous-alinéa a), l'Etat contractant ou l'organisation intergouvernementale de propriété industrielle notifie par l'intermédiaire du Directeur général à l'Etat contractant ou à l'organisation intergouvernementale de propriété industrielle qui a fait la communication visée à l'article 7.1) les motifs de la requête envisagée, afin que ledit Etat ou ladite organisation puisse prendre, dans un délai de six mois à compter de la date de ladite notification, les mesures appropriées pour que la présentation de la requête ne soit plus nécessaire.

c) L'Assemblée, si elle constate le bien-fondé de la requête, décide de mettre fin au statut d'autorité de dépôt internationale de l'autorité visée au sous-alinéa a) ou de le limiter à certains types de micro-organismes. La décision de l'Assemblée exige qu'une majorité des deux tiers des votes exprimés soit en faveur de la requête.

2) a) L'Etat contractant ou l'organisation intergouvernementale de propriété industrielle qui a fait la déclaration visée à l'article 7.1) a) peut, par une communication adressée au Directeur général, retirer cette déclaration entièrement ou à l'égard seulement de certains types de micro-organismes et doit en tout cas le faire lorsque et dans la mesure où ses assurances ne sont plus applicables.

b) A compter de la date prévue dans le Règlement d'exécution, une telle communication entraîne, si elle se rapporte à la déclaration en entier, la cessation du statut d'autorité de dépôt internationale ou, si elle se rapporte seulement à certains types de micro-organismes, une limitation correspondante de ce statut.

3) Le Règlement d'exécution prévoit les détails de la procédure visée aux alinéas 1) et 2).

Article 9

Organisations intergouvernementales de propriété industrielle

1) a) Toute organisation intergouvernementale à laquelle plusieurs Etats ont confié le soin de délivrer des brevets de caractère régional et dont tous les

Etats membres sont membres de l'Union internationale pour la protection de la propriété industrielle (Union de Paris) peut présenter au Directeur général une déclaration aux termes de laquelle elle accepte l'obligation de reconnaissance prévue à l'article 3.1) a), l'obligation concernant les exigences visées à l'article 3.2) et tous les effets des dispositions du présent Traité et du Règlement d'exécution qui sont applicables aux organisations intergouvernementales de propriété industrielle. Si elle est présentée avant l'entrée en vigueur du présent Traité conformément à l'article 16.1), la déclaration visée à la phrase précédente prend effet à la date de cette entrée en vigueur. Si elle est présentée après cette entrée en vigueur, ladite déclaration prend effet trois mois après sa présentation, à moins qu'une date ultérieure ne soit indiquée dans la déclaration. Dans ce dernier cas, la déclaration prend effet à la date ainsi indiquée.

b) Ladite organisation a le droit prévu à l'article 3.1) b).

2) En cas de révision ou de modification de toute disposition du présent Traité ou du Règlement d'exécution qui affecte les organisations intergouvernementales de propriété industrielle, toute organisation intergouvernementale de propriété industrielle peut retirer sa déclaration visée à l'alinéa 1) par notification adressée au Directeur général. Le retrait prend effet,

i) si la notification a été reçue avant la date de l'entrée en vigueur de la révision ou de la modification, à cette date;

ii) si la notification a été reçue après la date visée au point i), à la date indiquée dans la notification ou, en l'absence d'une telle indication, trois mois après la date à laquelle la notification a été reçue.

3) Outre le cas visé à l'alinéa 2), toute organisation de propriété industrielle peut retirer sa déclaration visée à l'alinéa 1) a) par notification adressée au Directeur général. Le retrait prend effet deux ans après la date à laquelle le Directeur général a reçu la notification. Aucune notification de retrait selon le présent alinéa n'est recevable durant une période de cinq ans à compter de la date à laquelle la déclaration a pris effet.

4) Le retrait, visé à l'alinéa 2) ou 3), par une organisation intergouvernementale de propriété industrielle dont la communication selon l'article 7.1) a abouti à l'acquisition, par une institution de dépôt, du statut d'autorité de dépôt internationale entraîne la cessation de ce statut un an après la date à laquelle le Directeur général a reçu la notification de retrait.

5) Toute déclaration visée à l'alinéa 1) a), toute notification de retrait visée à l'alinéa 2) ou 3), toutes

assurances fournies en vertu de l'article 6.1), deuxième phrase, et comprises dans une déclaration faite conformément à l'article 7.1) a), toute requête présentée en vertu de l'article 8.1) et toute communication de retrait visée à l'article 8.2) requièrent l'approbation préalable expresse de l'organe souverain de l'organisation intergouvernementale de propriété industrielle dont les membres sont tous les Etats membres de ladite organisation et dans lequel les décisions sont prises par les représentants officiels des gouvernements de ces Etats.

CHAPITRE II

DISPOSITIONS ADMINISTRATIVES

Article 10

Assemblée

1) a) L'Assemblée est composée des Etats contractants.

b) Chaque Etat contractant est représenté par un délégué, qui peut être assisté de suppléants, de conseillers et d'experts.

c) Chaque organisation intergouvernementale de propriété industrielle est représentée par des observateurs spéciaux aux réunions de l'Assemblée et de tout comité et groupe de travail créés par l'Assemblée.

d) Tout Etat non membre de l'Union mais membre de l'Organisation ou de l'Union internationale pour la protection de la propriété industrielle (Union de Paris) et toute organisation intergouvernementale spécialisée dans le domaine des brevets qui n'est pas une organisation intergouvernementale de propriété industrielle au sens de l'article 2.v) peuvent se faire représenter par des observateurs aux réunions de l'Assemblée et, si l'Assemblée en décide ainsi, aux réunions de tout comité ou groupe de travail créé par l'Assemblée.

2) a) L'Assemblée

i) traite de toutes les questions concernant le maintien et le développement de l'Union et l'application du présent Traité;

ii) exerce les droits qui lui sont spécialement conférés et s'acquitte des tâches qui lui sont spécialement assignées par le présent Traité;

iii) donne au Directeur général des directives concernant la préparation des conférences de révision;

iv) examine et approuve les rapports et les activités du Directeur général relatifs à l'Union et lui donne toutes directives utiles concernant les questions de la compétence de l'Union;

v) crée les comités et groupes de travail qu'elle juge utiles pour faciliter les activités de l'Union;

vi) décide, sous réserve de l'alinéa 1) d), quels sont les Etats autres que des Etats contractants, quelles sont les organisations intergouvernementales autres que des organisations intergouvernementales de propriété industrielle au sens de l'article 2.v) et quelles sont les organisations internationales non gouvernementales qui sont admis à ses réunions en qualité d'observateurs, et décide la mesure dans laquelle les autorités de dépôt internationales sont admises à ses réunions en qualité d'observateurs;

vii) entreprend toute autre action appropriée en vue d'atteindre les objectifs de l'Union;

viii) s'acquitte de toutes autres fonctions utiles dans le cadre du présent Traité.

b) Sur les questions qui intéressent également d'autres unions administrées par l'Organisation, l'Assemblée statue après avoir pris connaissance de l'avis du Comité de coordination de l'Organisation.

3) Un délégué ne peut représenter qu'un seul Etat et ne peut voter qu'au nom de celui-ci.

4) Chaque Etat contractant dispose d'une voix.

5) a) La moitié des Etats contractants constitue le quorum.

b) Si ce quorum n'est pas atteint, l'Assemblée peut prendre des décisions; toutefois, ces décisions, à l'exception de celles qui concernent sa procédure, ne deviennent exécutoires que si le quorum et la majorité requis sont atteints par le moyen du vote par correspondance prévu par le Règlement d'exécution.

6) a) Sous réserve des articles 8.1) c), 12.4) et 14.2) b), les décisions de l'Assemblée sont prises à la majorité des votes exprimés.

b) L'abstention n'est pas considérée comme un vote.

7) a) L'Assemblée se réunit une fois tous les trois ans en session ordinaire, sur convocation du Directeur général, autant que possible pendant la même période et au même lieu que l'Assemblée générale de l'Organisation.

b) L'Assemblée se réunit en session extraordinaire sur convocation adressée par le Directeur général, soit à l'initiative de celui-ci, soit à la demande d'un quart des Etats contractants.

8) L'Assemblée adopte son règlement intérieur.

Article 11

Bureau international

1) Le Bureau international

i) s'acquitte des tâches administratives incombant à l'Union, en particulier de celles qui lui sont spécialement assignées par le présent Traité et le Règlement d'exécution ou par l'Assemblée;

ii) assure le secrétariat des conférences de revision, de l'Assemblée, des comités et groupes de travail créés par l'Assemblée et de toute autre réunion convoquée par le Directeur général et traitant de questions concernant l'Union.

2) Le Directeur général est le plus haut fonctionnaire de l'Union et la représente.

3) Le Directeur général convoque toutes les réunions traitant de questions intéressant l'Union.

4) a) Le Directeur général et tout membre du personnel désigné par lui prennent part, sans droit de vote, à toutes les réunions de l'Assemblée, des comités et groupes de travail créés par l'Assemblée et à toute autre réunion convoquée par le Directeur général et traitant de questions intéressant l'Union.

b) Le Directeur général ou un membre du personnel désigné par lui est d'office secrétaire de l'Assemblée et des comités, groupes de travail et autres réunions mentionnés au sous-alinéa a).

5) a) Le Directeur général prépare les conférences de revision selon les directives de l'Assemblée.

b) Le Directeur général peut consulter des organisations intergouvernementales et internationales non gouvernementales au sujet de la préparation des conférences de revision.

c) Le Directeur général et les personnes désignées par lui prennent part, sans droit de vote, aux délibérations dans les conférences de revision.

d) Le Directeur général ou tout membre du personnel désigné par lui est d'office secrétaire de toute conférence de revision.

Article 12

Règlement d'exécution

1) Le Règlement d'exécution contient des règles relatives

i) aux questions au sujet desquelles le présent Traité renvoie expressément au Règlement d'exécution.

tion ou prévoit expressément qu'elles sont ou seront l'objet de prescriptions;

ii) à toutes conditions, questions ou procédures d'ordre administratif;

iii) à tous détails utiles en vue de l'exécution des dispositions du présent Traité.

2) Le Règlement d'exécution du présent Traité est adopté en même temps que ce dernier et lui est annexé.

3) L'Assemblée peut modifier le Règlement d'exécution.

4) *a)* Sous réserve du sous-alinéa *b)*, l'adoption de toute modification du Règlement d'exécution requiert les deux tiers des votes exprimés.

b) L'adoption de toute modification concernant la remise, par les autorités de dépôt internationales, d'échantillons des micro-organismes déposés exige qu'aucun Etat contractant ne vote contre la modification proposée.

5) En cas de divergence entre le texte du présent Traité et celui du Règlement d'exécution, le texte du Traité fait foi.

CHAPITRE III

REVISION ET MODIFICATION

Article 13

Revision du Traité

1) Le présent Traité peut être révisé périodiquement par des conférences des Etats contractants.

2) La convocation des conférences de revision est décidée par l'Assemblée.

3) Les articles 10 et 11 peuvent être modifiés soit par une conférence de revision, soit conformément à l'article 14.

Article 14

Modification de certaines dispositions du Traité

1) *a)* Des propositions, faites en vertu du présent article, de modification des articles 10 et 11 peuvent être présentées par tout Etat contractant ou par le Directeur général.

b) Ces propositions sont communiquées par le Directeur général aux Etats contractants six mois au moins avant d'être soumises à l'examen de l'Assemblée.

2) *a)* Toute modification des articles visés à l'alinéa 1) est adoptée par l'Assemblée.

b) L'adoption de toute modification de l'article 10 requiert les quatre cinquièmes des votes exprimés; l'adoption de toute modification de l'article 11 requiert les trois quarts des votes exprimés.

3) *a)* Toute modification des articles visés à l'alinéa 1) entre en vigueur un mois après la réception par le Directeur général des notifications écrites d'acceptation, effectuée en conformité avec leurs règles constitutionnelles respectives, de la part des trois quarts des Etats contractants qui étaient membres de l'Assemblée au moment où cette dernière a adopté la modification.

b) Toute modification de ces articles ainsi acceptée lie tous les Etats contractants qui étaient des Etats contractants au moment où l'Assemblée a adopté la modification, étant entendu que toute modification qui crée des obligations financières pour lesdits Etats contractants ou qui augmente ces obligations ne lie que ceux d'entre eux qui ont notifié leur acceptation de cette modification.

c) Toute modification acceptée et entrée en vigueur conformément au sous-alinéa *a)* lie tous les Etats qui deviennent des Etats contractants après la date à laquelle la modification a été adoptée par l'Assemblée.

CHAPITRE IV

CLAUSES FINALES

Article 15

Modalités pour devenir partie au Traité

1) Tout Etat membre de l'Union internationale pour la protection de la propriété industrielle (Union de Paris) peut devenir partie au présent Traité par

i) sa signature suivie du dépôt d'un instrument de ratification, ou

ii) le dépôt d'un instrument d'adhésion.

2) Les instruments de ratification ou d'adhésion sont déposés auprès du Directeur général.

Article 16**Entrée en vigueur du Traité**

1) Le présent Traité entre en vigueur, à l'égard des cinq Etats qui, les premiers, ont déposé leurs instruments de ratification ou d'adhésion, trois mois après la date à laquelle a été déposé le cinquième instrument de ratification ou d'adhésion.

2) Le présent Traité entre en vigueur à l'égard de tout autre Etat trois mois après la date à laquelle cet Etat a déposé son instrument de ratification ou d'adhésion, à moins qu'une date postérieure ne soit indiquée dans l'instrument de ratification ou d'adhésion. Dans ce dernier cas, le présent Traité entre en vigueur à l'égard de cet Etat à la date ainsi indiquée.

Article 17**Dénonciation du Traité**

1) Tout Etat contractant peut dénoncer le présent Traité par notification adressée au Directeur général.

2) La dénonciation prend effet deux ans après le jour où le Directeur général a reçu la notification.

3) La faculté de dénonciation du présent Traité prévue à l'alinéa 1) ne peut être exercée par un Etat contractant avant l'expiration d'un délai de cinq ans à compter de la date à laquelle il est devenu partie au présent Traité.

4) La dénonciation du présent Traité par un Etat contractant qui a fait une déclaration visée à l'article 7.1) a) à l'égard d'une institution de dépôt ayant ainsi acquis le statut d'autorité de dépôt internationale entraîne la cessation de ce statut un an après le jour où le Directeur général a reçu la notification visée à l'alinéa 1).

Article 18**Signature et langues du Traité**

1) a) Le présent Traité est signé en un seul exemplaire original en langues française et anglaise, les deux textes faisant également foi.

b) Des textes officiels du présent Traité sont établis par le Directeur général, après consultation des gouvernements intéressés et dans les deux mois qui suivent la signature du présent Traité, dans les autres langues dans lesquelles a été signée la Convention instituant l'Organisation Mondiale de la Propriété Intellectuelle.

c) Des textes officiels du présent Traité sont établis par le Directeur général, après consultation des gouvernements intéressés, dans les langues allemande, arabe, italienne, japonaise et portugaise, et dans les autres langues que l'Assemblée peut indiquer.

2) Le présent Traité reste ouvert à la signature, à Budapest, jusqu'au 31 décembre 1977.

Article 19**Dépôt du Traité; transmission de copies; enregistrement du Traité**

1) L'exemplaire original du présent Traité, lorsqu'il n'est plus ouvert à la signature, est déposé auprès du Directeur général.

2) Le Directeur général certifie et transmet deux copies du présent Traité et du Règlement d'exécution aux gouvernements de tous les Etats visés à l'article 15.1) et aux organisations intergouvernementales qui peuvent présenter une déclaration en vertu de l'article 9.1) a) ainsi que, sur demande, au gouvernement de tout autre Etat.

3) Le Directeur général fait enregistrer le présent Traité auprès du Secrétariat de l'Organisation des Nations Unies.

4) Le Directeur général certifie et transmet deux copies de toute modification du présent Traité et du Règlement d'exécution à tous les Etats contractants et à toutes les organisations intergouvernementales de propriété industrielle ainsi que, sur demande, au gouvernement de tout autre Etat et à toute autre organisation intergouvernementale qui peut présenter une déclaration en vertu de l'article 9.1) a).

Article 20**Notifications**

Le Directeur général notifie aux Etats contractants, aux organisations intergouvernementales de propriété industrielle et aux Etats non membres de l'Union mais membres de l'Union internationale pour la protection de la propriété industrielle (Union de Paris)

i) les signatures apposées selon l'article 18;

ii) le dépôt d'instruments de ratification ou d'adhésion selon l'article 15.2);

iii) les déclarations présentées selon l'article 9.1) a) et les notifications de retrait selon l'article 9.2) ou 3);

iv) la date d'entrée en vigueur du présent Traité selon l'article 16.1);

v) les communications selon les articles 7 et 8 et les décisions selon l'article 8;

vi) les acceptations de modifications du présent Traité selon l'article 14.3);

vii) les modifications du Règlement d'exécution;

viii) les dates d'entrée en vigueur des modifications du Traité ou du Règlement d'exécution;

ix) toute dénonciation notifiée selon l'article 17.

Règlement d'exécution

du Traité de Budapest sur la reconnaissance internationale
du dépôt des micro-organismes aux fins de la procédure en matière de brevets

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Règle 1**Expressions abrégées
et interprétation du mot « signature »****1.1 « Traité »**

Au sens du présent Règlement d'exécution, il faut entendre par « Traité » le Traité de Budapest sur la reconnaissance internationale du dépôt des micro-organismes aux fins de la procédure en matière de brevets.

1.2 « Article »

Au sens du présent Règlement d'exécution, il faut entendre par « article » l'article indiqué du Traité.

1.3 « Signature »

Au sens du présent Règlement d'exécution, lorsque le droit de l'Etat sur le territoire duquel est située une autorité de dépôt internationale requiert l'utilisation d'un sceau au lieu d'une signature, il est entendu que le terme « signature » signifie « sceau » aux fins de cette autorité.

Règle 2**Autorités de dépôt internationales****2.1 Statut juridique**

L'autorité de dépôt internationale peut être un organisme public, y compris toute institution publique rattachée à une administration publique autre que le gouvernement central, ou un établissement privé.

2.2 Personnel et installations

Les conditions visées à l'article 6.2) ii) sont notamment les suivantes:

- i) le personnel et les installations de l'autorité de dépôt internationale doivent lui permettre de conserver les micro-organismes déposés d'une manière qui garantisse leur viabilité et l'absence de contamination;
- ii) l'autorité de dépôt internationale doit prévoir, pour la conservation des micro-organismes, des mesures de sécurité suffisantes pour réduire au minimum le risque de perte des micro-organismes déposés auprès d'elle.

2.3 Remise d'échantillons

Les conditions visées à l'article 6.2) viii) comprennent notamment la condition selon laquelle l'autorité de dépôt internationale doit remettre rapidement et de façon appropriée des échantillons des micro-organismes déposés.

Règle 3**Acquisition du statut d'autorité de dépôt internationale****3.1 Communication**

a) La communication visée à l'article 7.1) est adressée au Directeur général, dans le cas d'un Etat contractant, par la voie diplomatique ou, dans le cas d'une organisation intergouvernementale de propriété industrielle, par son plus haut fonctionnaire.

b) La communication

i) indique le nom et l'adresse de l'institution de dépôt à laquelle se rapporte la communication;

ii) contient des renseignements détaillés sur la capacité de ladite institution de remplir les conditions énumérées à l'article 6.2), y compris des renseignements sur son statut juridique, son niveau scientifique, son personnel et ses installations;

iii) lorsque ladite institution a l'intention de n'accepter en dépôt que certains types de micro-organismes, précise ces types;

iv) indique le montant des taxes que ladite institution percevra, lorsqu'elle acquerra le statut d'autorité de dépôt internationale, pour la conservation, les déclarations sur la viabilité et la remise d'échantillons de micro-organismes;

v) indique la langue officielle ou les langues officielles de ladite institution;

vi) le cas échéant, indique la date visée à l'article 7.1) b).

3.2 Traitement de la communication

Si la communication est conforme à l'article 7.1) et à la règle 3.1, le Directeur général la notifie à bref délai à tous les Etats contractants et à toutes les organisations intergouvernementales de propriété industrielle et elle est publiée à bref délai par le Bureau international.

3.3 Extension de la liste des types de micro-organismes acceptés

L'Etat contractant ou l'organisation intergouvernementale de propriété industrielle qui a fait la communication visée à l'article 7.1) peut ultérieurement, en tout temps, notifier au Directeur général que ses assurances s'étendent à des types spécifiés de micro-organismes auxquels les assurances ne s'étendaient pas jusqu'alors. Dans un tel cas, et en ce qui concerne les types supplémentaires de micro-organismes, l'article 7 et les règles 3.1 et 3.2 s'appliquent par analogie.

Règle 4

Cessation ou limitation du statut d'autorité de dépôt internationale

4.1 Requête; traitement de la requête

a) La requête visée à l'article 8.1) a) est adressée au Directeur général conformément aux dispositions de la règle 3.1 a).

b) La requête

i) indique le nom et l'adresse de l'autorité de dépôt internationale concernée;

ii) lorsqu'elle ne se rapporte qu'à certains types de micro-organismes, précise ces types;

iii) indique en détail les faits qui la fondent.

c) Si la requête est conforme aux alinéas a) et b), le Directeur général la notifie à bref délai à tous les Etats contractants et à toutes les organisations intergouvernementales de propriété industrielle.

d) Sous réserve de l'alinéa e), l'Assemblée examine la proposition au plus tôt six mois et au plus tard huit mois à compter de la notification de la requête.

e) Lorsque, de l'avis du Directeur général, le respect du délai prévu à l'alinéa d) pourrait mettre en danger les intérêts des déposants effectifs ou en puissance, le Directeur général peut convoquer l'Assemblée pour une date antérieure à la date d'expiration du délai de six mois prévu à l'alinéa d).

f) Si l'Assemblée décide de mettre fin au statut d'autorité de dépôt internationale ou de le limiter à certains types de micro-organismes, la décision prend effet trois mois après la date à laquelle elle a été prise.

4.2 Communication; date effective; traitement de la communication

a) La communication visée à l'article 8.2) a) est adressée au Directeur général conformément aux dispositions de la règle 3.1 a).

b) La communication

i) indique le nom et l'adresse de l'autorité de dépôt internationale concernée;

ii) lorsqu'elle ne se rapporte qu'à certains types de micro-organismes, précise ces types;

iii) lorsque l'Etat contractant ou l'organisation intergouvernementale de propriété industrielle qui fait la communication souhaite que les effets prévus à l'article 8.2) b) se produisent à une date postérieure à l'expiration d'un délai de trois mois à compter de la date de la communication, indique cette date postérieure.

c) En cas d'application de l'alinéa b) iii), les effets prévus à l'article 8.2) b) se produisent à la date indiquée en vertu de cet alinéa dans la communication; en cas contraire, ils se produisent à l'expiration d'un délai de trois mois à compter de la date de la communication.

d) Le Directeur général notifie à bref délai à tous les Etats contractants et à toutes les organisations intergouvernementales de propriété industrielle toute communication reçue en vertu de l'article 8.2) ainsi

que sa date effective en vertu de l'alinéa c). Un avis correspondant est publié à bref délai par le Bureau international.

4.3 Conséquences pour les dépôts

En cas de cessation ou de limitation du statut d'autorité de dépôt internationale en vertu des articles 8.1), 8.2), 9.4) ou 17.4), la règle 5.1 s'applique par analogie.

Règle 5

Carence de l'autorité de dépôt internationale

5.1 Arrêt de l'exercice des fonctions à l'égard de micro-organismes déposés

a) Si une autorité de dépôt internationale cesse, temporairement ou définitivement, d'accomplir les tâches qui lui incombent en vertu du Traité et du présent Règlement d'exécution à l'égard de micro-organismes déposés auprès d'elle, l'Etat contractant ou l'organisation intergouvernementale de propriété industrielle qui, à l'égard de cette autorité, a fourni les assurances en vertu de l'article 6.1)

i) assure, dans toute la mesure du possible, le transfert à bref délai et sans détérioration ni contamination, de ladite autorité (« l'autorité défaillante ») à une autre autorité de dépôt internationale (« l'autorité de remplacement »), d'échantillons de tous ces micro-organismes;

ii) assure, dans toute la mesure du possible, la transmission à l'autorité de remplacement, à bref délai, de tout le courrier ou de toute autre communication adressés à l'autorité défaillante, ainsi que de tous les dossiers et de toutes les autres informations pertinentes que possède cette autorité, à l'égard desdits micro-organismes;

iii) assure, dans toute la mesure du possible, la notification à bref délai, par l'autorité défaillante, de l'arrêt de l'exercice des fonctions et des transferts effectués à tous les déposants concernés;

iv) notifie à bref délai au Directeur général l'arrêt de l'exercice des fonctions et son étendue ainsi que les mesures prises par ledit Etat contractant ou ladite organisation intergouvernementale de propriété industrielle en vertu des points i) à iii).

b) Le Directeur général notifie à bref délai aux Etats contractants et aux organisations intergouvernementales de propriété industrielle ainsi qu'aux offices de propriété industrielle la notification reçue en vertu de l'alinéa a) iv); la notification faite par le Directeur général et la notification qu'il a reçue sont publiées à bref délai par le Bureau international.

c) En vertu de la procédure en matière de brevets qui est applicable, il peut être exigé que le déposant, lorsqu'il reçoit le récépissé visé à la règle 7.5, notifie à bref délai à tout office de propriété industrielle auprès duquel une demande de brevet a été présentée et faisait état du dépôt initial le nouveau numéro d'ordre attribué au dépôt par l'autorité de remplacement.

d) L'autorité de remplacement maintient sous une forme appropriée, en plus du nouveau numéro d'ordre, le numéro d'ordre attribué par l'autorité défaillante.

e) En plus de tout transfert effectué en vertu de l'alinéa a) i), l'autorité défaillante transfère, sur requête du déposant, un échantillon de tout micro-organisme déposé auprès d'elle à toute autorité de dépôt internationale, autre que l'autorité de remplacement, qu'indique le déposant, à condition que le déposant paie à l'autorité défaillante toutes les dépenses découlant du transfert de cet échantillon. Le déposant paie la taxe pour la conservation dudit échantillon à l'autorité de dépôt internationale qu'il a indiquée.

f) Sur requête de tout déposant concerné, l'autorité défaillante garde, dans la mesure du possible, des échantillons des micro-organismes déposés auprès d'elle.

5.2 Refus d'accepter certains types de micro-organismes

a) Si une autorité de dépôt internationale refuse d'accepter en dépôt l'un quelconque des types de micro-organismes qu'elle devrait accepter en vertu des assurances fournies, l'Etat contractant ou l'organisation intergouvernementale de propriété industrielle qui a fait à l'égard de cette autorité la déclaration visée à l'article 7.1) a) notifie à bref délai au Directeur général les faits en question et les mesures qui ont été prises.

b) Le Directeur général notifie à bref délai aux autres Etats contractants et organisations intergouvernementales de propriété industrielle la notification reçue en vertu de l'alinéa a); la notification faite par le Directeur général et la notification qu'il a reçue sont publiées à bref délai par le Bureau international.

Règle 6

Modalités du dépôt initial ou du nouveau dépôt

6.1 Dépôt initial

a) Le micro-organisme transmis par le déposant à l'autorité de dépôt internationale est accompagné,

sauf en cas d'application de la règle 6.2, d'une déclaration écrite portant la signature du déposant et contenant

i) l'indication que le dépôt est effectué en vertu du Traité;

ii) le nom et l'adresse du déposant;

iii) la description détaillée des conditions qui doivent être réunies pour cultiver le micro-organisme, pour le conserver et pour en contrôler la viabilité, et en outre, lorsque le dépôt porte sur un mélange de micro-organismes, la description des composants du mélange et d'au moins une des méthodes permettant de vérifier leur présence;

iv) la référence d'identification (numéro ou symboles, par exemple) donnée par le déposant au micro-organisme;

v) l'indication des propriétés du micro-organisme que l'autorité de dépôt internationale n'est pas censée prévoir mais qui présentent des dangers pour la santé ou l'environnement, particulièrement dans le cas de nouveaux micro-organismes.

b) Il est vivement recommandé que la déclaration écrite visée à l'alinéa a) contienne la description scientifique et/ou la désignation taxonomique proposée du micro-organisme déposé.

6.2 Nouveau dépôt

a) Sous réserve de l'alinéa b), en cas de nouveau dépôt effectué en vertu de l'article 4, le micro-organisme transmis par le déposant à l'autorité de dépôt internationale est accompagné d'une copie du récépissé relatif au dépôt initial, d'une copie de la plus récente déclaration concernant la viabilité du micro-organisme qui faisait l'objet du dépôt initial et indiquant que le micro-organisme est viable, et d'une déclaration écrite portant la signature du déposant et contenant

i) les indications visées à la règle 6.1 a) i) à v);

ii) une déclaration mentionnant la raison applicable en vertu de l'article 4.1) a) pour laquelle le nouveau dépôt est effectué, la déclaration requise en vertu de l'article 4.1) c) et, le cas échéant, l'indication de la date applicable en vertu de l'article 4.1) e);

iii) lorsqu'une description scientifique et/ou une désignation taxonomique proposée ont été indiquées en rapport avec le dépôt initial, la plus récente description scientifique et/ou désignation taxonomique proposée telles qu'existantes à la date applicable en vertu de l'article 4.1) e).

b) Lorsque le nouveau dépôt est effectué auprès de l'autorité de dépôt internationale auprès de laquelle

le dépôt initial a été effectué, l'alinéa a) i) ne s'applique pas.

6.3 Exigences de l'autorité de dépôt internationale

a) Toute autorité de dépôt internationale peut exiger que le micro-organisme soit déposé sous la forme et dans la quantité qui sont nécessaires aux fins du Traité et du présent Règlement d'exécution et peut exiger qu'il soit accompagné d'une formule établie par cette autorité, et dûment remplie par le déposant, aux fins des procédures administratives de cette autorité.

b) Toute autorité de dépôt internationale communiqué, le cas échéant, ces exigences et toutes modifications de celles-ci au Bureau international.

Règle 7

Récépissé

7.1 Délivrance du récépissé

A l'égard de chaque dépôt de micro-organisme qui est effectué auprès d'elle ou qui lui est transféré, l'autorité de dépôt internationale délivre au déposant un récépissé attestant la réception et l'acceptation du micro-organisme.

7.2 Forme ; langues ; signature

a) Le récépissé visé à la règle 7.1 est établi sur une formule appelée « formule internationale », dont le modèle est fixé par le Directeur général dans les langues indiquées par l'Assemblée.

b) Tout mot ou toute lettre qui est inscrit dans le récépissé en caractères autres que des caractères latins doit également y figurer, par translittération, en caractères latins.

c) Le récépissé porte la signature de la personne compétente ou des personnes compétentes pour représenter l'autorité de dépôt internationale ou de tout autre employé de cette autorité dûment autorisé par ladite personne ou lesdites personnes.

7.3 Contenu en cas de dépôt initial

Le récépissé visé à la règle 7.1 et délivré en cas de dépôt initial indique qu'il est délivré par l'institution de dépôt à titre d'autorité de dépôt internationale en vertu du Traité et contient au moins les indications suivantes:

i) le nom et l'adresse de l'autorité de dépôt internationale;

- ii) le nom et l'adresse du déposant;
- iii) la date de la réception du micro-organisme par l'autorité de dépôt internationale;
- iv) la référence d'identification (numéro ou symboles, par exemple) donnée par le déposant au micro-organisme;
- v) le numéro d'ordre attribué par l'autorité de dépôt internationale au dépôt;
- vi) lorsque la déclaration écrite visée à la règle 6.1. a) comporte la description scientifique et/ou la désignation taxonomique proposée du micro-organisme, une mention de ce fait.

7.4 Contenu en cas de nouveau dépôt

Le récépissé visé à la règle 7.1 et délivré en cas de nouveau dépôt effectué en vertu de l'article 4 est accompagné d'une copie du récépissé relatif au dépôt initial et d'une copie de la plus récente déclaration concernant la viabilité du micro-organisme qui faisait l'objet du dépôt initial et indiquant que le micro-organisme est viable, et contient au moins

- i) les indications visées à la règle 7.3 i) à v);
- ii) l'indication de la raison applicable et, le cas échéant, de la date applicable, mentionnées par le déposant en vertu de la règle 6.2 a) ii);
- iii) en cas d'application de la règle 6.2 a) iii), une mention du fait que le déposant a indiqué une description scientifique et/ou une désignation taxonomique proposée;
- iv) le numéro d'ordre attribué au dépôt initial.

7.5 Récépissé en cas de transfert

L'autorité de dépôt internationale à laquelle des échantillons de micro-organismes sont transférés en vertu de la règle 5.1 a) i) délivre au déposant, à l'égard de chaque dépôt en relation avec lequel un échantillon est transféré, un récépissé indiquant qu'il est délivré par l'institution de dépôt à titre d'autorité de dépôt internationale en vertu du Traité et contenant au moins

- i) les indications visées à la règle 7.3 i) à v);
- ii) le nom et l'adresse de l'autorité de dépôt internationale de laquelle le transfert a été effectué;
- iii) le numéro d'ordre attribué par l'autorité de dépôt internationale de laquelle le transfert a été effectué.

7.6 Communication de la description scientifique et/ou de la désignation taxonomique proposée

A la demande de toute partie qui a droit à la remise d'un échantillon du micro-organisme en vertu

des règles 11.1, 11.2 ou 11.3, l'autorité de dépôt internationale communique à cette partie la description scientifique et/ou la désignation taxonomique proposée, visées aux règles 7.3 vi) ou 7.4 iii).

Règle 8

Indication ultérieure ou modifications de la description scientifique et/ou de la désignation taxonomique proposée

8.1 Communication

a) Lorsque, en relation avec le dépôt d'un micro-organisme, la description scientifique et/ou la désignation taxonomique du micro-organisme n'ont pas été indiquées, le déposant peut les indiquer ultérieurement ou, si elles ont été indiquées, les modifier.

b) Une telle indication ultérieure ou une telle modification est faite par une communication écrite, portant la signature du déposant, adressée à l'autorité de dépôt internationale et contenant

- i) le nom et l'adresse du déposant;
- ii) le numéro d'ordre attribué par ladite autorité;
- iii) la description scientifique et/ou la désignation taxonomique proposée du micro-organisme;
- iv) en cas de modification, la précédente description scientifique et/ou la précédente désignation taxonomique proposée.

8.2 Attestation

Sur requête du déposant qui a fait la communication visée à la règle 8.1, l'autorité de dépôt internationale lui délivre une attestation indiquant les données visées à la règle 8.1 b) i) à iv) et la date de la réception de cette communication.

Règle 9

Conservation des micro-organismes

9.1 Durée de la conservation

Tout micro-organisme déposé auprès d'une autorité de dépôt internationale est conservé par cette dernière, avec tout le soin nécessaire à sa viabilité et à l'absence de contamination, pour une période d'au moins cinq ans après la réception, par ladite autorité, de la plus récente requête en remise d'un échantillon du micro-organisme déposé et, dans tous les cas, pour une période d'au moins 30 ans après la date du dépôt.

9.2 *Secret*

L'autorité de dépôt internationale ne donne à personne de renseignements sur le fait de savoir si un micro-organisme a été déposé auprès d'elle en vertu du Traité. En outre, elle ne donne aucun renseignement à personne au sujet de tout micro-organisme déposé auprès d'elle en vertu du Traité si ce n'est à une autorité ou à une personne physique ou morale qui a le droit d'obtenir un échantillon dudit micro-organisme en vertu de la règle 11 et sous réserve des mêmes conditions que celles qui sont prévues dans cette règle.

Règle 10

Contrôle de viabilité et déclaration sur la viabilité

10.1 *Obligation de contrôler*

L'autorité de dépôt internationale contrôle la viabilité de chaque micro-organisme déposé auprès d'elle

i) à bref délai après tout dépôt visé à la règle 6 ou tout transfert visé à la règle 5.1;

ii) à intervalles raisonnables, selon le type de micro-organisme et les conditions de conservation applicables, ou en tout temps si cela s'avère nécessaire pour des raisons techniques;

iii) en tout temps, sur requête du déposant.

10.2 *Déclaration sur la viabilité*

a) L'autorité de dépôt internationale délivre une déclaration sur la viabilité du micro-organisme déposé

i) au déposant, à bref délai après tout dépôt visé à la règle 6 ou tout transfert visé à la règle 5.1;

ii) au déposant, sur sa requête, en tout temps après le dépôt ou le transfert;

iii) à l'office de la propriété industrielle, à l'autorité autre que cet office, ou à la personne physique ou morale autre que le déposant, à qui des échantillons du micro-organisme déposé ont été remis conformément à la règle 11, sur sa requête, en même temps que cette remise ou en tout temps après celle-ci.

b) La déclaration sur la viabilité indique si le micro-organisme est viable ou s'il ne l'est plus et contient

i) le nom et l'adresse de l'autorité de dépôt internationale qui la délivre;

ii) le nom et l'adresse du déposant;

iii) la date du dépôt du micro-organisme et, le cas échéant, du transfert;

iv) le numéro d'ordre attribué par ladite autorité de dépôt internationale;

v) la date du contrôle auquel elle se rapporte;

vi) des informations sur les conditions dans lesquelles le contrôle de viabilité a été effectué, pour autant que ces informations aient été demandées par le destinataire de la déclaration sur la viabilité et que les résultats du contrôle aient été négatifs.

c) En cas d'application de l'alinéa a) ii) ou iii), la déclaration sur la viabilité se rapporte au contrôle de viabilité le plus récent.

d) En ce qui concerne la forme, les langues et la signature, la règle 7.2 s'applique par analogie à la déclaration sur la viabilité.

e) La déclaration sur la viabilité est délivrée gratuitement dans le cas visé à l'alinéa a) i) ou si elle est requise par un office de propriété industrielle. La taxe due en vertu de la règle 12.1 a) iii) à l'égard de toute autre déclaration sur la viabilité est à la charge de la partie qui requiert la déclaration et doit être payée avant la présentation de la requête ou au moment de cette présentation.

Règle 11

Remise d'échantillons

11.1 *Remise d'échantillons aux offices de la propriété industrielle intéressés*

L'autorité de dépôt internationale remet un échantillon de tout micro-organisme déposé à l'office de la propriété industrielle de tout Etat contractant ou de toute organisation intergouvernementale de propriété industrielle, sur requête de cet office, pour autant que la requête soit accompagnée d'une déclaration aux termes de laquelle

i) une demande faisant état du dépôt du micro-organisme a été présentée auprès de cet office en vue de la délivrance d'un brevet et son objet se rapporte au micro-organisme ou à son utilisation;

ii) cette demande est pendante devant cet office ou a abouti à la délivrance d'un brevet;

iii) l'échantillon est nécessaire aux fins d'une procédure en matière de brevets ayant effet dans cet Etat contractant ou dans cette organisation ou ses Etats membres;

iv) l'échantillon et toute information l'accompagnant ou en découlant seront utilisés aux seules fins de ladite procédure en matière de brevets.

11.2 Remise d'échantillons au déposant ou avec son autorisation

L'autorité de dépôt internationale remet un échantillon de tout micro-organisme déposé

i) au déposant, sur sa requête;

ii) à toute autorité ou à toute personne physique ou morale (ci-après « la partie autorisée »), sur requête de celle-ci, pour autant que la requête soit accompagnée d'une déclaration du déposant autorisant la remise d'échantillons qui est requise.

11.3 Remise d'échantillons aux parties qui y ont droit

a) L'autorité de dépôt internationale remet un échantillon de tout micro-organisme déposé à toute autorité ou à toute personne physique ou morale (ci-après « la partie certifiée »), sur requête de celle-ci, pour autant que la requête soit faite sur une formule dont le contenu est fixé par l'Assemblée et qu'un office de propriété industrielle certifie dans cette formule

i) qu'une demande faisant état du dépôt du micro-organisme a été présentée auprès de cet office en vue de la délivrance d'un brevet et que son objet se rapporte au micro-organisme ou à son utilisation;

ii) que, sauf en cas d'application de la deuxième phrase du point iii), une publication aux fins de la procédure en matière de brevets a été faite par cet office;

iii) soit que la partie certifiée a droit à un échantillon du micro-organisme en vertu du droit régissant la procédure en matière de brevets devant cet office et que, si ce droit fait dépendre le droit à l'échantillon de certaines conditions, cet office s'est assuré que ces conditions ont été effectivement remplies, soit que la partie certifiée a apposé sa signature sur une formule devant cet office et que, de par la signature de cette formule, les conditions de remise d'un échantillon à la partie certifiée sont réputées remplies conformément au droit qui régit la procédure en matière de brevets devant cet office; si la partie certifiée a droit à l'échantillon en vertu dudit droit avant une publication aux fins de la procédure en matière de brevets par ledit office et si une telle publication n'a pas encore été effectuée, la certification l'indique expressément et mentionne, en la citant de la manière usuelle, la disposition applicable dudit droit, y compris toute décision judiciaire.

b) En ce qui concerne les brevets délivrés et publiés par tout office de propriété industrielle, cet office peut communiquer périodiquement à toute autorité de dépôt internationale des listes des numéros

d'ordre attribués par cette autorité aux dépôts des micro-organismes dont il est fait état dans lesdits brevets. A la requête de toute autorité ou de toute personne physique ou morale (ci-après « la partie requérante »), l'autorité de dépôt internationale remet à celle-ci un échantillon de tout micro-organisme dont le numéro d'ordre a été ainsi communiqué. A l'égard des micro-organismes déposés dont les numéros d'ordre ont été ainsi communiqués, cet office n'est pas tenu de fournir la certification visée à la règle 11.3 a).

11.4 Règles communes

a) Toute requête, déclaration, certification ou communication visée aux règles 11.1, 11.2 et 11.3

i) est rédigée en français, en anglais, en espagnol ou en russe si elle est adressée à une autorité de dépôt internationale dont la langue officielle est ou dont les langues officielles comprennent le français, l'anglais, l'espagnol ou le russe, respectivement; toutefois, lorsqu'elle doit être rédigée en espagnol ou en russe, elle peut être présentée en français ou en anglais au lieu de l'être en espagnol ou en russe et, si elle est ainsi présentée, le Bureau international établit à bref délai et gratuitement, à la demande de la partie intéressée visée dans lesdites règles ou de l'autorité de dépôt internationale, une traduction en espagnol ou en russe certifiée conforme;

ii) est rédigée, dans tous les autres cas, en français ou en anglais; toutefois, elle peut être rédigée dans la langue officielle ou dans l'une des langues officielles de l'autorité de dépôt internationale au lieu de l'être en français ou en anglais.

b) Nonobstant l'alinéa a), lorsque la requête visée à la règle 11.1 est faite par un office de propriété industrielle dont la langue officielle est l'espagnol ou le russe, cette requête peut être rédigée en espagnol ou en russe, respectivement, et le Bureau international établit à bref délai et gratuitement, à la demande de cet office, une traduction en français ou en anglais certifiée conforme.

c) Toute requête, déclaration, certification ou communication visée aux règles 11.1, 11.2 et 11.3 est écrite, porte une signature et est datée.

d) Toute requête, déclaration ou certification visée aux règles 11.1, 11.2 et 11.3 a) contient les indications suivantes:

i) le nom et l'adresse de l'office de la propriété industrielle qui présente la requête, de la partie autorisée ou de la partie certifiée, selon le cas;

ii) le numéro d'ordre attribué au dépôt;
 iii) dans le cas de la règle 11.1, la date et le numéro de la demande ou du brevet qui fait état du dépôt;

iv) dans le cas de la règle 11.3 a), les indications visées au point iii) ainsi que le nom et l'adresse de l'office de la propriété industrielle qui a fait la certification visée à ladite règle.

e) Toute requête visée à la règle 11.3 b) contient les indications suivantes:

- i) le nom et l'adresse de la partie requérante;
- ii) le numéro d'ordre attribué au dépôt.

f) L'autorité de dépôt internationale marque avec le numéro d'ordre attribué au dépôt le récipient contenant l'échantillon remis et joint au récipient une copie du récépissé visé à la règle 7.

g) L'autorité de dépôt internationale qui a remis un échantillon à toute partie intéressée autre que le déposant notifie au déposant, par écrit et à bref délai, ce fait, la date à laquelle l'échantillon a été remis ainsi que le nom et l'adresse de l'office de la propriété industrielle, de la partie autorisée, de la partie certifiée ou de la partie requérante à qui l'échantillon a été remis. Cette notification est accompagnée d'une copie de la requête correspondante, de toute déclaration présentée en vertu de la règle 11.1 ou 11.2 ii) en rapport avec ladite requête et de toute formule ou requête portant la signature de la partie requérante conformément à la règle 11.3.

h) La remise d'échantillons visée à la règle 11.1 est gratuite. En cas de remise d'échantillons en vertu de la règle 11.2 ou 11.3, la taxe due en vertu de la règle 12.1 a) iv) est à la charge du déposant, de la partie autorisée, de la partie certifiée ou de la partie requérante, selon le cas, et doit être payée avant la présentation de la requête ou au moment de cette présentation.

Règle 12

Taxes

12.1 Genres et montants

a) L'autorité de dépôt internationale peut, en ce qui concerne la procédure prévue par le Traité et le présent Règlement d'exécution, percevoir une taxe

- i) pour la conservation;
- ii) pour la délivrance de l'attestation visée à la règle 8.2;

iii) sous réserve de la règle 10.2 e), première phrase, pour la délivrance de déclarations sur la viabilité;

iv) sous réserve de la règle 11.4 h), première phrase, pour la remise d'échantillons.

b) La taxe de conservation est valable pour la période entière pendant laquelle, conformément à la règle 9.1, le micro-organisme est conservé.

c) Le montant de toute taxe ne doit pas dépendre de la nationalité ou du domicile du déposant, ni de la nationalité ou du domicile de l'autorité ou de la personne physique ou morale qui requiert la délivrance d'une déclaration sur la viabilité ou la remise d'échantillons.

12.2 Modification des montants

a) Toute modification du montant des taxes perçues par l'autorité de dépôt internationale est notifiée au Directeur général par l'Etat contractant ou l'organisation intergouvernementale de propriété industrielle qui a fait la déclaration visée à l'article 7.1) à l'égard de cette autorité. Sous réserve de l'alinéa c), la notification peut contenir l'indication de la date à partir de laquelle les nouvelles taxes sont applicables.

b) Le Directeur général notifie à bref délai à tous les Etats contractants et à toutes les organisations intergouvernementales de propriété industrielle toute notification reçue en vertu de l'alinéa a) ainsi que sa date effective en vertu de l'alinéa c); la notification faite par le Directeur général et la notification qu'il a reçue sont publiées à bref délai par le Bureau international.

c) Les nouvelles taxes sont applicables à partir de la date indiquée en vertu de l'alinéa a); toutefois, lorsque la modification consiste en une augmentation des montants des taxes ou lorsqu'aucune date n'est indiquée, les nouvelles taxes sont applicables dès le trentième jour à compter de la publication de la modification par le Bureau international.

Règle 13

Publication par le Bureau international

13.1 Forme de la publication

Toute publication par le Bureau international prévue dans le Traité ou le présent Règlement d'exécution est faite dans le périodique mensuel du Bureau

international qui est visé dans la Convention de Paris pour la protection de la propriété industrielle.

13.2 Contenu

a) Au moins dans le premier numéro de chaque année dudit périodique est publiée une liste mise à jour des autorités de dépôt internationales, qui indique à l'égard de chacune d'elles les types de micro-organismes qui peuvent y être déposés et le montant des taxes qu'elle perçoit.

b) Des renseignements complets sur chacun des faits suivants sont publiés une seule fois, dans le premier numéro dudit périodique qui est publié après la survenance du fait:

i) toute acquisition, cessation ou limitation du statut d'autorité de dépôt internationale et les mesures prises en rapport avec cette cessation ou cette limitation;

ii) toute extension visée à la règle 3.3;

iii) tout arrêt des fonctions d'une autorité de dépôt internationale, tout refus d'accepter certains types de micro-organismes et les mesures prises en rapport avec cet arrêt ou ce refus;

iv) toute modification des taxes perçues par une autorité de dépôt internationale;

v) toute exigence communiquée conformément à la règle 6.3 b) et toute modification de celle-ci.

Règle 14

Dépenses des délégations

14.1 Couverture des dépenses

Les dépenses de chaque délégation participant à une réunion de l'Assemblée ou à un comité, un groupe de travail ou une autre réunion traitant de questions de la compétence de l'Union sont supportées par l'Etat ou l'organisation qui l'a désignée.

Règle 15

Quorum non atteint au sein de l'Assemblée

15.1 Vote par correspondance

a) Dans le cas prévu à l'article 10.5 b), le Directeur général communique les décisions de l'Assemblée, autres que celles qui concernent la procédure de l'Assemblée, aux Etats contractants qui n'étaient pas représentés lors de l'adoption de la décision, en les invitant à exprimer par écrit, dans un délai de trois mois à compter de la date de ladite communication, leur vote ou leur abstention.

b) Si, à l'expiration de ce délai, le nombre des Etats contractants ayant ainsi exprimé leur vote ou leur abstention atteint le nombre d'Etats contractants qui faisait défaut pour que le quorum fût atteint lors de l'adoption de la décision, cette dernière devient exécutoire, pourvu qu'en même temps la majorité nécessaire reste acquise.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Treaty.

DONE at Budapest, this twenty-eighth day of April, one thousand nine hundred and seventy-seven.*

EN FOI DE QUOI, les soussignés, dûment autorisés à cette fin, ont signé le présent Traité.

FAIT à Budapest, le vingt-huit avril mil neuf cent soixante-dix-sept.*

FOR THE PEOPLE'S DEMOCRATIC
REPUBLIC OF ALGERIA
POUR LA RÉPUBLIQUE ALGÉRIENNE
DÉMOCRATIQUE ET POPULAIRE

FOR THE ARGENTINE REPUBLIC
POUR LA RÉPUBLIQUE ARGENTINE

FOR THE COMMONWEALTH OF AUSTRALIA
POUR LE COMMONWEALTH D'AUSTRALIE

* *Note*
All signatures were affixed on April 28, 1977, unless otherwise indicated.

* *Note*
Toutes les signatures ont été apposées le 28 avril 1977, sauf si une autre date est indiquée.

FOR THE REPUBLIC OF AUSTRIA
POUR LA RÉPUBLIQUE D'AUTRICHE

F. Frölichsthal

December 22, 1977

FOR THE COMMONWEALTH OF THE
BAHAMAS
POUR LE COMMONWEALTH DES BAHAMAS

FOR THE KINGDOM OF BELGIUM
POUR LE ROYAUME DE BELGIQUE

FOR THE PEOPLE'S REPUBLIC OF BENIN
POUR LA RÉPUBLIQUE POPULAIRE DU
BENIN

FOR THE FEDERATIVE REPUBLIC OF
BRAZIL
POUR LA RÉPUBLIQUE FÉDÉRATIVE DU
BRÉSIL

FOR THE PEOPLE'S REPUBLIC OF
BULGARIA
POUR LA RÉPUBLIQUE POPULAIRE DE
BULGARIE

Ivan Ivanov

FOR THE UNITED REPUBLIC OF
CAMEROON
POUR LA RÉPUBLIQUE-UNIE DU
CAMEROUN

FOR CANADA
POUR LE CANADA

FOR THE CENTRAL AFRICAN EMPIRE
POUR L'EMPIRE CENTRAFRICAÎN

FOR THE REPUBLIC OF CHAD
POUR LA RÉPUBLIQUE DU TCHAD

FOR THE PEOPLE'S REPUBLIC OF
THE CONGO
POUR LA RÉPUBLIQUE POPULAIRE DU
CONGO

FOR THE REPUBLIC OF CUBA
POUR LA RÉPUBLIQUE DE CUBA

FOR THE REPUBLIC OF CYPRUS
POUR LA RÉPUBLIQUE DE CHYPRE

FOR THE CZECHOSLOVAK SOCIALIST
REPUBLIC
POUR LA RÉPUBLIQUE SOCIALISTE
TCHÉCOSLOVAQUE

FOR THE KINGDOM OF DENMARK
POUR LE ROYAUME DU DANEMARK

K. Skjød

FOR THE DOMINICAN REPUBLIC
POUR LA RÉPUBLIQUE DOMINICAINE

FOR THE ARAB REPUBLIC OF EGYPT
POUR LA RÉPUBLIQUE ARABE D'ÉGYPTE

FOR THE REPUBLIC OF FINLAND
POUR LA RÉPUBLIQUE DE FINLANDE

Erkki Tuuli

FOR THE FRENCH REPUBLIC
POUR LA RÉPUBLIQUE FRANÇAISE

G. Vianès

FOR THE GABONESE REPUBLIC
POUR LA RÉPUBLIQUE GABONAISE

FOR THE GERMAN DEMOCRATIC
REPUBLIC
POUR LA RÉPUBLIQUE DÉMOCRATIQUE
ALLEMANDE

FOR GERMANY, FEDERAL REPUBLIC OF
POUR L'ALLEMAGNE, RÉPUBLIQUE
FÉDÉRALE D'

Hermann Kersting

Dr. Manfred Deiters

FOR THE REPUBLIC OF GHANA
POUR LA RÉPUBLIQUE DU GHANA

FOR THE HELLENIC REPUBLIC
POUR LA RÉPUBLIQUE HELLÉNIQUE

FOR THE REPUBLIC OF HAITI
POUR LA RÉPUBLIQUE D'HAÏTI

FOR THE HOLY SEE
POUR LE SAINT-SIÈGE

FOR THE HUNGARIAN PEOPLE'S REPUBLIC
POUR LA RÉPUBLIQUE POPULAIRE
HONGROISE

E. Tasnádi

FOR THE REPUBLIC OF ICELAND
POUR LA RÉPUBLIQUE D'ISLANDE

FOR THE REPUBLIC OF INDONESIA
POUR LA RÉPUBLIQUE D'INDONÉSIE

FOR THE EMPIRE OF IRAN
POUR L'EMPIRE D'IRAN

FOR THE REPUBLIC OF IRAQ
POUR LA RÉPUBLIQUE D'IRAK

FOR IRELAND
POUR L'IRLANDE

FOR THE STATE OF ISRAEL
POUR L'ÉTAT D'ISRAËL

FOR THE ITALIAN REPUBLIC
POUR LA RÉPUBLIQUE ITALIENNE

Italo Papini

FOR THE REPUBLIC OF THE IVORY COAST
POUR LA RÉPUBLIQUE DE CÔTE D'IVOIRE

FOR JAPAN
POUR LE JAPON

FOR THE HASHEMITE KINGDOM OF
JORDAN
POUR LE ROYAUME HACHÉMITE DE
JORDANIE

FOR THE REPUBLIC OF KENYA
POUR LA RÉPUBLIQUE DU KENYA

FOR THE LEBANESE REPUBLIC
POUR LA RÉPUBLIQUE LIBANAISE

FOR THE SOCIALIST PEOPLE'S LIBYAN
ARAB ALJAMAHIRIYA
POUR L'ALJAMAHIRIYA ARABE LIBYENNE
POPULAIRE SOCIALISTE

FOR THE PRINCIPALITY OF
LIECHTENSTEIN
POUR LA PRINCIPAUTÉ DE
LIECHTENSTEIN

FOR THE GRAND DUCHY OF
LUXEMBOURG
POUR LE GRAND-DUCHÉ DE
LUXEMBOURG

J. A. Beelaerts van Blokland

8 décembre 1977

FOR THE DEMOCRATIC REPUBLIC OF
MADAGASCAR
POUR LA RÉPUBLIQUE DÉMOCRATIQUE
DE MADAGASCAR

FOR THE REPUBLIC OF MALAWI
POUR LA RÉPUBLIQUE DU MALAWI

FOR THE REPUBLIC OF MALTA
POUR LA RÉPUBLIQUE DE MALTE

FOR THE ISLAMIC REPUBLIC OF
MAURITANIA
POUR LA RÉPUBLIQUE ISLAMIQUE DE
MAURITANIE

FOR MAURITIUS
POUR MAURICE

FOR THE UNITED MEXICAN STATES
POUR LES ETATS-UNIS DU MEXIQUE

FOR THE PRINCIPALITY OF MONACO
POUR LA PRINCIPAUTÉ DE MONACO

FOR THE KINGDOM OF MOROCCO
POUR LE ROYAUME DU MAROC

FOR THE KINGDOM OF THE NETHERLANDS
POUR LE ROYAUME DES PAYS-BAS

J. Wolfswinkel

FOR NEW ZEALAND
POUR LA NOUVELLE-ZÉLANDE

FOR THE REPUBLIC OF THE NIGER
POUR LA RÉPUBLIQUE DU NIGER

FOR THE FEDERAL REPUBLIC OF NIGERIA
POUR LA RÉPUBLIQUE FÉDÉRALE DU
NIGÉRIA

FOR THE KINGDOM OF NORWAY
POUR LE ROYAUME DE NORVÈGE

Leif Nordstrand

FOR THE REPUBLIC OF THE PHILIPPINES
POUR LA RÉPUBLIQUE DES PHILIPPINES

FOR THE POLISH PEOPLE'S REPUBLIC
POUR LA RÉPUBLIQUE POPULAIRE DE
POLOGNE

FOR THE PORTUGUESE REPUBLIC
POUR LA RÉPUBLIQUE PORTUGAISE

FOR THE SOCIALIST REPUBLIC OF
ROMANIA
POUR LA RÉPUBLIQUE SOCIALISTE DE
ROUMANIE

FOR THE REPUBLIC OF SAN MARINO
POUR LA RÉPUBLIQUE DE SAINT-MARIN

FOR THE REPUBLIC OF SENEGAL
POUR LA RÉPUBLIQUE DU SÉNÉGAL

M. Mbengue

17 décembre 1977

FOR THE SOCIALIST REPUBLIC OF
VIET NAM
POUR LA RÉPUBLIQUE SOCIALISTE
DU VIET-NAM

FOR THE REPUBLIC OF SOUTH AFRICA
POUR LA RÉPUBLIQUE SUD-AFRICAINE

FOR THE UNION OF SOVIET SOCIALIST
REPUBLICS
POUR L'UNION DES RÉPUBLIQUES
SOCIALISTES SOVIÉTIQUES

F. P. Bogdanov

December 30, 1977

FOR THE SPANISH STATE
POUR L'ÉTAT ESPAGNOL

Salvador García Pruneda y Ledesma
Antonio Villalpando Martínez

FOR THE REPUBLIC OF SRI LANKA
POUR LA RÉPUBLIQUE DE SRI LANKA

FOR THE REPUBLIC OF SURINAM
POUR LA RÉPUBLIQUE DU SURINAM

FOR THE KINGDOM OF SWEDEN
POUR LE ROYAUME DE SUÈDE

Thomas Ganslandt

November 14, 1977

FOR THE SWISS CONFEDERATION
POUR LA CONFÉDÉRATION SUISSE

J.-L. Comte

FOR THE SYRIAN ARAB REPUBLIC
POUR LA RÉPUBLIQUE ARABE SYRIENNE

FOR THE TOGOLESE REPUBLIC
POUR LA RÉPUBLIQUE TOGOLAISE

FOR THE REPUBLIC OF TRINIDAD AND
TOBAGO
POUR LA RÉPUBLIQUE DE TRINITÉ-ET-
TOBAGO

FOR THE REPUBLIC OF TUNISIA
POUR LA RÉPUBLIQUE TUNISIENNE

FOR THE REPUBLIC OF TURKEY
POUR LA RÉPUBLIQUE TURQUE

FOR THE REPUBLIC OF UGANDA
POUR LA RÉPUBLIQUE DE L'UGANDA

FOR THE UNITED KINGDOM OF GREAT
BRITAIN AND NORTHERN IRELAND
POUR LE ROYAUME-UNI DE GRANDE-
BRETAGNE ET D'IRLANDE DU NORD

Ivor Davis
Anthony J. Needs

FOR THE UNITED REPUBLIC OF TANZANIA
POUR LA RÉPUBLIQUE-UNIE DE
TANZANIE

FOR THE UNITED STATES OF AMERICA
POUR LES ÉTATS-UNIS D'AMÉRIQUE

Harvey J. Winter
Stanley D. Schlosser

TIAS 9768

FOR THE REPUBLIC OF THE UPPER VOLTA
POUR LA RÉPUBLIQUE DE HAUTE-VOLTA

FOR THE EASTERN REPUBLIC OF
URUGUAY
POUR LA RÉPUBLIQUE ORIENTALE DE
L'URUGUAY

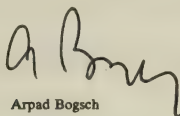
FOR THE SOCIALIST FEDERAL REPUBLIC
OF YUGOSLAVIA
POUR LA RÉPUBLIQUE FÉDÉRATIVE
SOCIALISTE DE YOUGOSLAVIE

FOR THE REPUBLIC OF ZAIRE
POUR LA RÉPUBLIQUE DU ZAÏRE

FOR THE REPUBLIC OF ZAMBIA
POUR LA RÉPUBLIQUE DE ZAMBIE

I hereby certify that the foregoing text is a true copy of the Treaty and of the Regulations.

Je, soussigné, certifie que le texte qui précède est la copie conforme du Traité et du Règlement d'exécution.



Arpad Bogsch

Director General
World Intellectual Property Organization
February 24, 1978

Directeur général
Organisation Mondiale de la Propriété Intellectuelle
24 février 1978



SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Scientific and Technological Cooperation

Agreement signed at Belgrade April 2, 1980;

Entered into force June 24, 1980.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia,

Recognizing the importance of science and technology in the development of strong and vigorous national economies;

Convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as of mankind generally;

Recalling the fruitful scientific and technological cooperation which has been developed over many years between the two countries; and

Noting the benefits of the cooperation which has taken place under the Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia on Scientific and Technological Cooperation signed May 18, 1973, and extended by exchange of notes on June 30, 1978, hereinafter "The Agreement of May 18, 1973";^[1]

Have agreed as follows:

ARTICLE I

A. The two Governments will encourage, as appropriate, research organizations in their respective countries to cooperate in scientific and technological projects of mutual interest and advantage, in such fields as agriculture, health, medicine, energy, natural resources, environment, natural sciences, engineering and technology.

¹ TIAS 7914, 9273; 25 UST 2368; 30 UST 1655.

B. Cooperative activities may include the following: Coordinated and joint research projects, studies and investigations; courses, workshops, conferences, and symposia; exchange of scientists, specialists, and researchers; exchange of information and documentation, including the development of systems related thereto; and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE II

A. For the purposes indicated in Article I, the Governments shall continue to utilize the Joint Fund in dinars established by the Agreement of May 18, 1973 for continuing previously agreed scientific and technological projects and thereafter, to the extent monies are available to the Fund, for financing additional cooperative projects of mutual interest and advantage.

B. In addition to cooperative projects financed by the Joint Fund referred to in paragraph A above, the two Governments will endeavor to find means to finance cooperative projects of the kind described in Article I, including the conclusion of agreements under which the organizations of each country share in the support of the cooperative projects.

C. The two Governments agree that dinars from the Joint Fund shall be usable in payment of the costs of international travel by conversion to foreign exchange within Yugoslavia as required, that international air travel will be performed wherever feasible on carriers of Yugoslavia and the United States, and that nationals of each country shall perform air travel on carriers of their own country wherever feasible.

ARTICLE III

The Joint Fund established under the Agreement of May 18, 1973, continued under this Agreement, shall retain the undisbursed funds remaining from previous contributions and shall receive the contributions made by both sides in equal amounts in the following manner:

A. The Government of the United States shall deposit in the Joint Fund the dinar equivalent of such amounts as may be appropriated by the United States Congress for each year as soon as feasible following appropriation provided that the United States contribution may be deposited in annual increments over the five-year period of the Agreement and up to a total of seven million dollars.

B. The Yugoslav side shall deposit in the Fund an amount in dinars in annual increments as appropriated by the responsible Yugoslav bodies up to a total of seven million dollars.

C. By mutual agreement the two Governments may make additional contributions to the Joint Fund on an equal basis.

D. The deposits will be made in a Yugoslav bank at the annual rate of interest legally available in Yugoslavia, computed and paid in accordance with Yugoslav regulations.

ARTICLE IV

A. The two Governments agree that the funds of the Joint Fund shall continue to be managed by the Yugoslav-U.S. Joint Board on Scientific and Technological Cooperation as established by the May 18, 1973 Agreement (hereinafter designated as the "Joint Board") and continued under this Agreement.

B. Subject to the terms of the present Agreement, the Joint Board shall exercise the following functions:

1. Review periodically the progress of scientific and technological cooperation;
2. Approve new projects for joint funding in accordance with criteria agreed between the two sides;
3. Authorize the disbursement of monies, and making of grants and advances of monies from the Joint Fund;
4. Manage the deposits in the Joint Fund;
5. Seek new possibilities for developing and financing cooperative projects; and
6. Undertake such further functions as agreed between the two Governments.

ARTICLE V

A. The Joint Board shall consist of four members, two of whom shall be designated by, and serve at the pleasure of, the Government of the United States of America and the two of whom shall be designated by, and serve at the pleasure of the Government of the Socialist Federal Republic of Yugoslavia. The two Governments may designate alternate members.

B. Members of the Joint Board shall serve without compensation but the Joint Board may authorize the payment of the necessary expenses of the members in attending meetings of the Joint Board and in performing other official duties.

C. The Joint Board shall meet annually and as required alternately in Yugoslavia and the United States of America.

D. The Joint Board shall act by unanimous vote. A chairman with voting power shall be selected by the Joint Board for a one-year term from among its members.

E. The Joint Board shall designate a treasurer, who shall receive and deposit funds in a depository designated by the Joint Board and shall make disbursements approved by the Joint Board and countersigned by a designated representative who is not of the same citizenship as the treasurer.

ARTICLE VI

Reports on the activities of the Joint Board and on the projects financed under this Agreement shall be made annually to the Secretary of State of the United States of America and the Director of the Federal Administration for International Scientific, Educational-Cultural and Technical Cooperation of the Socialist Federal Republic of Yugoslavia.

ARTICLE VII

The Department of State of the United States of America and the Federal Administration for International Scientific, Educational-Cultural and Technical Cooperation of the Socialist Federal Republic of Yugoslavia shall elicit, as appropriate, and receive proposals for joint activities from research organizations in their respective countries and shall submit such proposals for consideration to the Joint Board.

ARTICLE VIII

Organizations participating in the projects approved under this Agreement shall:

A. Within the framework of the policy and funding determinations of the Joint Board, deal directly with each other in implementing approved projects and in developing new proposals; and

B. Submit periodic reports on project fulfillment for annual Joint Board review to justify funding of subsequent phases of projects.

ARTICLE IX

This Agreement, which supercedes the Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia on Scientific and Technological Cooperation signed May 18, 1973, shall take effect upon notification to the Government of the United States of America by the Government of the Socialist Federal Republic of Yugoslavia that it has fulfilled all necessary legal requirements for concluding this Agreement.^[1] This Agreement shall thereafter remain in force for five years unless terminated earlier by either party upon six months written notice to the other party. It may be modified or extended by mutual agreement of the parties in writing.

Done at Beograd this 2nd day of April 1980, in duplicate, each in the English and Serbo-Croatian languages, both equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

LAWRENCE S. EAGLEBURGER

FOR THE GOVERNMENT OF THE
SOCIALIST FEDERAL REPUBLIC
OF YUGOSLAVIA

KRSTO BULAJIC

¹ June 24, 1980.

S P O R A Z U M

IZMEDJU VLADE SJEDINJENIH AMERIČKIH DRŽAVA I VLADE
SOCIJALISTIČKE FEDERATIVNE REPUBLIKE JUGOSLAVIJE O
NAUČNOJ I TEHNOLOŠKOJ SARADNJI

Vlada Sjedinjenih Američkih Država i Vlada Socijalističke Federativne Republike Jugoslavije,

Uvidjajući značaj nauke i tehnologije za razvoj jakih i dinamičnih nacionalnih privreda;

Uverene da će međunarodna saradnja u nauci i tehnologiji ojačati veze prijateljstva i razumevanja između njihovih naroda i unaprediti stanje nauke i tehnologije u korist obeju zemalja, kao i čovečanstva uopšte;

Pozivajući se na plodnu naučnu i tehnološku saradnju koja se godinama odvija između dve zemlje; i

Konstatujući koristi od saradnje koja se odvijala prema Sporazumu između Vlade Sjedinjenih Američkih Država i Vlade Socijalističke Federativne Republike Jugoslavije o naučnoj i tehnološkoj saradnji, potpisanom 18. maja 1973. i produženom razmenom nota 30. juna, 1978. u daljem tekstu "Sporazum od 18. maja 1973.";

Dogovorile su se kako sledi:

Član I

A. Dve Vlade će podsticati, na odgovarajući način, naučno-istraživačke organizacije u svojim zemljama da saradjuju na naučnim i tehnološkim projektima od uzajamnog interesa i koristi, u oblastima kao što su poljoprivreda, zdravstvo, medicina, energetika, prirodna bogatstva, čovekova okolina, prirodne nauke, tehnika i tehnologija.

B. Zajedničke aktivnosti mogu da obuhvate sledeće:

Koordinirane i zajedničke istraživačke projekte, studije i ispitivanja, kurseve, radne grupe, konferencije i simpozijume; razmenu naučnika, stručnjaka i istraživača; razmenu informacija i dokumentacije, uključujući razradu sistema s tim u vezi; i druge uzajamno dogovorene oblike naučne i tehnološke saradnje.

Član II

A. Za svrhe navedene u Članu I, Vlade će i dalje koristiti Zajednički fond u dinarima osnovan Sporazumom od 18. maja 1973. u cilju nastavljanja prethodno dogovorenih naučnih i tehnoloških projekata, a zatim, u okviru raspoloživih sredstava Fonda i za finansiranje dopunskih zajedničkih projekata od uzajamnog interesa i koristi.

B. Pored zajedničkih projekata koji se finansiraju iz Zajedničkog fonda gore pomenutog u paragrafu A, dve Vlade će se truditi da nađu načine finansiranja zajedničkih projekata iz oblasti navedenih u Članu I, uključujući i zaključivanje ugovora prema kojima organizacije svake zemlje učestvuju u finansiranju zajedničkih projekata.

C. Dve Vlade su se saglasile da se dinari iz Zajedničkog fonda mogu, kada je potrebno koristiti za plaćanje međunarodnih putovanja konverzijom u devize u Jugoslaviji, da će kadgod je to moguće međunarodni avio-transport vršiti prevoznici iz Jugoslavije i iz Sjedinjenih Država, kao i da će državljani svake zemlje putovati avio-prevoznicima svoje zemlje kadgod je to izvodljivo.

Član III

Zajednički fond, osnovan Sporazumom od 18. maja 1973. koji i dalje postoji u okviru ovog Sporazuma, zadržaće

neutrošena sredstva preostala od ranijih doprinosa i primaće doprinose obeju strana u istim iznosima na sledeći način:

A. Vlada Sjedinjenih Država će deponovati u Zajednički fond dinarsku protuvrednost onih iznosa koje Kongres Sjedinjenih Država izdvoji za svaku godinu, s tim što se doprinos Sjedinjenih Država može deponovati u vidu godišnjih rata tokom petogodišnjeg perioda važenja Sporazuma do ukupne sume od sedam miliona dolara.

B. Jugoslovenska strana će deponovati u Fond odgovarajući iznos u dinarima u godišnjim ratama prema tome kako nadležni jugoslovenski organi budu izdvajali ta sredstva, do ukupne sume od sedam miliona dolara.

C. Uzajamnim dogovorom dve Vlade mogu da daju dodatne doprinose Zajedničkom fondu na ravnopravnoj osnovi.

D. Sredstva će se deponovati u jednu jugoslovensku banku uz zakonski propisanu godišnju kamatnu stopu, koja će se obračunavati i isplaćivati u skladu sa jugoslovenskim propisima.

Član IV

A. Dve Vlade su se saglasile da će sredstvima Zajedničkog fonda i dalje upravljati Jugoslovensko-američki zajednički odbor za naučnu i tehnološku saradnju osnovan Sporazumom od 18. maja 1973. (u daljem tekstu "Zajednički odbor") koji i dalje postoji u okviru ovog Sporazuma.

B. Pod uslovima tekućeg Sporazuma, Zajednički odbor će vršiti sledeće funkcije:

1. periodično pregledati stanje napredovanja naučne i tehnološke saradnje;
2. odobravati nove projekte za zajedničko finansiranje u skladu sa kriterijumima dogovorenim između dve strane;

3. odobravati isplatu sredstava kao i dodelu subvencija i avansnih plaćanja iz Zajedničkog fonda;
4. upravljati sredstvima deponovanim u Zajednički fond;
5. tražiti nove mogućnosti za razvijanje i finansiranje zajedničkih projekata;
6. preduzimati i druge dužnosti u skladu sa dogovorom između dve Vlade.

Član V

A. Zajednički odbor će se sastojati od četiri člana, od kojih će dva člana odrediti Vlada Sjedinjenih Američkih Država kojoj će oni odgovarati za svoj rad, a dva druga člana će odrediti Vlada Socijalističke Federativne Republike Jugoslavije kojoj će oni odgovarati za svoj rad. Dve Vlade mogu da naimenuju i zamenike članova.

B. Članovi Zajedničkog odbora će vršiti svoju dužnost bez naknade, ali Zajednički odbor može da odobri isplatu potrebnih troškova za članove koji prisustvuju sastancima Zajedničkog odbora ili za vršenje drugih službenih dužnosti.

C. Zajednički odbor će se sastajati jednom godišnje i po potrebi, naizmenično u Jugoslaviji i u Sjedinjenim Američkim Državama.

D. Zajednički odbor će raditi po principu jednoglasnosti. Zajednički odbor će iz svojih redova birati predavajućeg sa pravom glasa i sa jednogodišnjim mandatom.

E. Zajednički odbor će odrediti blagajnika koji će primati i deponovati sredstva u blagajnu koju odredi Zajednički odbor i vršiće isplate koje odobri Zajednički odbor uz supotpis imenovanog predstavnika koji nije istog državljanstva kao i blagajnik.

Član VI

Izveštaji o aktivnostima Zajedničkog odbora i o projektima koji se finansiraju prema ovom Sporazumu davaće se jednom godišnje državnom sekretaru Sjedinjenih Američkih Država i direktoru Saveznog zavoda za međunarodnu naučnu, prosvetno-kulturnu i tehničku saradnju Socijalističke Federativne Republike Jugoslavije.

Član VII

Stejt department Sjedinjenih Američkih Država i Savezni zavod za međunarodnu naučnu, prosvetno-kulturnu i tehničku saradnju Socijalističke Federativne Republike Jugoslavije će na odgovarajući način tražiti i primati predloge za zajedničke aktivnosti od naučno-istraživačkih organizacija u svojim zemljama i dostavljati takve predloge Zajedničkom odboru na razmatranje.

Član VIII

Organizacije koje učestvuju u projektima odobrenim prema ovom Sporazumu će:

A. U okviru politike i odluka o finansiranju koje donese Zajednički odbor, direktno saradjivati u sprovođenju odobrenih projekata i razradi novih predloga; i

B. Dostavljati periodične izveštaje o izvršenju projekata radi godišnjeg pregleda od strane Zajedničkog odbora i pravdanja finansiranja sledećih faza projekata.

Član IX

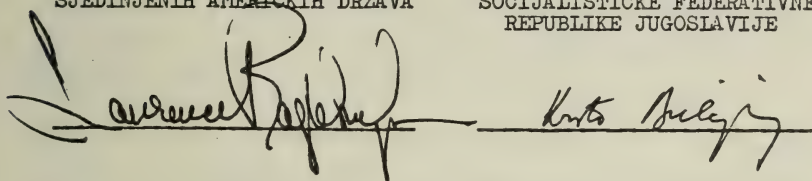
Ovaj Sporazum koji zamenjuje Sporazum između Vlade Sjedinjenih Američkih Država i Vlade Socijalističke

Federativne Republike Jugoslavije o naučnoj i tehnološkoj saradnji potpisan 18. maja 1980. godine, stupiće na snagu kada Vlada Sjedinjenih Američkih Država bude pismeno obavještena od strane Vlade Socijalističke Federativne Republike Jugoslavije da su ispunjeni svi potrebni zakonski zahtevi za zaključivanje ovog Sporazuma. Ovaj Sporazum će nakon toga ostati na snazi pet godina, ukoliko se ne prekine ranije, pismenim obaveštenjem bilo koje strane drugoj strani u roku od šest meseci. On se može izmeniti ili produžiti po uzajamnom pismenom dogovoru dve strane.

Sačinjeno u Beogradu, dana 2. aprila 1980.godine, u dva primerka, svaki na engleskom i srpskohrvatskom jeziku, oba podjednako verodostojna.

ZA VLADU
SJEDINJENIH AMERICKIH DRŽAVA

ZA VLADU
SOCIJALISTIČKE FEDERATIVNE
REPUBLIKE JUGOSLAVIJE

The block contains two handwritten signatures. The signature on the left is for the United States, and the signature on the right is for the Socialist Federal Republic of Yugoslavia. Both signatures are written in dark ink and are positioned below their respective official titles.

TUVALU

Treaties: Continued Application to Tuvalu of Certain Treaties Concluded Between the United States and the United Kingdom

Agreement effected by exchange of notes

Dated at Suva and Funafuti January 29 and April 25, 1980;

Entered into force April 25, 1980.

The American Embassy to the Tuvalu Ministry of Foreign Affairs

Note No. 1

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Tuvalu and has the honor to refer to the notification by the Government of Tuvalu to the Secretary General of the United Nations indicating that the Government of Tuvalu considers itself bound, until further notification, by Treaties and Agreements applicable to Tuvalu before Independence.

The Government of the United States has examined the list of Treaties and Agreements between the United States and the United Kingdom that had application in Tuvalu before Independence and proposes that the following Treaties and Agreements be considered as remaining in force between the United States and Tuvalu:

—Agreement concerning Air Services, with Annexes and Exchange of Letters, signed July 23, 1977, and amended April 25, 1978.^[1]

—Consular Convention, signed June 5, 1951.^[2]

—Extradition Treaty with Protocol of Signature and Exchange of Notes, signed June 8, 1972.^[3]

—Agreement relating to the establishment of a Peace Corps Program in Tuvalu, effected by Exchange of Notes August 25, 1977.^[4]

—Agreement relating to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, effected by Exchange of Notes November 26, 1965.^[5]

¹ TIAS 8641, 8965; 28 UST 5367; 29 UST.

² TIAS 2494; 3 UST 3426.

³ TIAS 8468; 28 UST 227.

⁴ TIAS 9119; 29 UST.

⁵ TIAS 5941; 16 UST 2047.

—Agreement extending to certain territories the application of the Agreement of November 26, 1965 relating to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, effected by Exchange of Notes December 11, 1969.^[1]

—Declaration affording reciprocal protection to trademarks, signed October 24, 1877.^[2]

—Agreements for the waiver of the visa requirements for United States citizens traveling to the United Kingdom and for the granting of gratis passport visas to British subjects entering the United States as nonimmigrants, effected by Exchange of Notes November 9 and 12, 1948.^[3]

When the Treaty of Friendship between Tuvalu and the United States signed in 1979 enters into force, that Treaty will be included in the list of Treaties and Agreements in force between the United States and Tuvalu.

If the foregoing is acceptable to the Government of Tuvalu, the Embassy proposes that this Note and your Note concurring therein shall constitute an Agreement between our two Governments regarding this matter which shall enter into force on the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
SUVA, 29 January 1980.

[SEAL]

¹ TIAS 6800 ; 20 UST 4089.

² TS 138 ; 20 Stat. 703.

³ TIAS 1926 ; 62 Stat. 3824.

The Office of the Tuvalu Prime Minister to the American Embassy

GOVERNMENT OF TUVALU

The Government of Tuvalu presents its compliments to the Embassy of the United States of America and has the honour to refer to its previous note dated March 1980 regarding treaties and agreements applicable to Tuvalu before independence.

The Government of Tuvalu wishes to confirm that it concurs in the continuation in force of the treaties and agreements listed in note No. 1 dated 29th January 1980 from the Embassy of the United States of America.

The Government of Tuvalu avails itself of this opportunity to renew to the Embassy of the United States the assurances of its highest consideration.

OFFICE OF THE PRIME MINISTER

Funafuti
Tuvalu

25 April 1980



EGYPT
Peace Fellowship Program

*Agreement signed at Cairo May 13, 1980;
Entered into force May 13, 1980.*

A.I.D. Project Number 263-0110

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR THE
PEACE FELLOWSHIP PROGRAM

Date: MAY 13, 1980

(1313)

TIAS 9771

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ANNEX I – Project Description

¹ Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Project Number 263-0110

PROJECT GRANT AGREEMENT DATE: MAY 13, 1980 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE"), AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.")

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project.

SECTION 2.1 Definition of the Project. The Project, which is further described in Annex 1, will assist Egypt to meet the goal of strengthening and expanding the pool of manpower trained in development related skills. In pursuance of this goal this Project will provide fellowships for graduate level training at U.S. institutions of higher education in fields specifically related to Egypt's social and economic development.

Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1, may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

ARTICLE 3: Financing

SECTION 3.1 The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance

Act of 1961, as amended, [1] agrees to grant the Grantee under the terms of this Agreement not to exceed Thirty Million United States ("U.S.") Dollars (\$30,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs as defined in Section 6.1, and local currency costs as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, local currency costs financed under the Grant will not exceed the Egyptian Pound equivalent of One Million Five Hundred Thousand U.S. Dollars (\$1,500,000).

SECTION 3.2 Grantee Resources for the Project

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be no less than the Egyptian Pound equivalent of Three Million Five Hundred Thousand U.S. Dollars (\$3,500,000), including costs borne on an "in-kind" basis.

SECTION 3.3 Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is December 30, 1985, or such other date as the Parties may agree to in writing, is the date by which the parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 not later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1 First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pur-

¹ 75 Stat. 424; 22 U.S.C. § 2151 note.

suant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the name of the person holding or acting in the office of the Grantee, specified in Section 8.2, and of any additional representatives, together with a specimen signature of each person specified in such statement;

(b) An executed Contract for placement and other technical services acceptable to A.I.D. with an organization acceptable to A.I.D.;

(c) Such other information concerning the project as A.I.D. may reasonably request.

SECTION 4.2 Additional Disbursement. Prior to disbursement under the Grant or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made for any purpose other than to finance the Contract for placement and other technical services referred to in Section 4.1(b), the Grantee will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that the Grantee has taken the following steps to ensure timely and effective implementation of the project:

(1) Establishment of a Special Administrative Unit within the Ministry of Higher Education, with adequate authorities to administer the Project;

(2) Establishment of a Project Management Committee, with adequate authorities to provide executive guidance to the Special Administrative Unit.

(b) A Project Implementation Plan which shall include detailed selection, monitoring, and evaluation procedures acceptable to A.I.D.;

(c) Such other information concerning the Project as A.I.D. may reasonably request.

SECTION 4.3 Notification. When A.I.D. has determined that the Conditions Precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4 Terminal Dates for Conditions Precedent.

(a) If all of the conditions specified in Section 4.1 have not been met within 60 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

(b) If all of the conditions specified in Section 4.2 have not been met within 120 days from the date of this Agreement, or such later

date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants

SECTION 5.1 Project Steering Committee. The Grantee, through the Ministry of Higher Education, will establish a Project Steering Committee which fairly represents the various special and institutional interests to be served by the Project, with adequate authorities to provide general policy guidance to the Project Management Committee.

SECTION 5.2 Selection Process. In the selection of Peace Fellows, the Grantee, through the Ministry of Higher Education, shall maintain an open and competitive process which, among other things, ensures that fellowship applications are easily available to all interested persons, provides fair and timely consideration of each application and ensures that membership of the Final Selection Committee fairly represents the varied institutional interests to be served by the Project.

SECTION 5.3 Office Space and Personnel. In order to permit the Missions Department to manage the identification, selection, and pre-departure preparation of Peace Fellows on a countrywide basis, the Grantee through the Ministry of Higher Education will provide adequate personnel, office space and equipment for the Administrative Unit.

SECTION 5.4 Evaluation. To ensure that the purpose of the Grant will be accomplished, the Project Steering Committee shall meet from time to time with an A.I.D. representative to evaluate the progress of the Project.

SECTION 5.5 Excluded Training. Except as A.I.D. may otherwise agree in writing, the Grantee through the Ministry of Higher Education will take appropriate action to ensure that the training provided under the Project does not include police, public safety, military training and related fields or training in nuclear technology in accordance with A.I.D. regulations.

SECTION 5.6 Utilization of Fellowship Recipients. The Grantee shall take reasonable steps to assure that fellowship recipients return to positions in which their skills and knowledge can be utilized for development purposes.

SECTION 5.7 Execution of the Project.

(a) The Grantee shall cause the Project to be carried out in conformance with all the plans, specifications and with all the modifications therein approved by A.I.D. pursuant to the Agreement, including the provision, on a timely basis, of necessary local currency and in-kind support as specified in the Agreement and its Annexes.

(b) The Grantee shall submit for A.I.D. approval prior to implemen-

tation, issuance or execution, all plans, schedules, contracts, and all modifications to these documents.

ARTICLE 6: Procurement Source.

SECTION 6.1 Foreign Exchange Costs. Disbursement pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the AID Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as AID may otherwise agree in writing, and except as provided in the Project Grant Standards Provisions Annex, Section C.1 (b) with respect to marine insurance.

SECTION 6.2 Local Currency Costs. Disbursement pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

ARTICLE 7: Disbursement

SECTION 7.1 Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency

Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. Dollars required by A.I.D. to obtain the local currency.

SECTION 7.3 Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 7.4 Other Forms of Disbursement. Disbursements of the Grant may be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous.

SECTION 8.1 Communications Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To THE GRANTEE:----- To A.I.D.:-----	Undersecretary of State for Missions Ministry of Higher Education 4, Ibrahim Naguib Street Garden City A.I.D. U.S. Embassy 5, Latin America Street Cairo
---	---

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2 Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the office of the Minister of Economy, Foreign Trade and Economic Cooperation, the Minister of State for Economic Cooperation and External Finance, and the Minister of Education and Scientific Research and A.I.D. will be represented by the individual holding or acting in the office of the Director, U.S.A.I.D., Cairo, Egypt, each of whom, by written notice, may designate addi-

tional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3 Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) [1] is attached to and forms part of this Agreement.

IN WITNESS WHEREOF, the Grantee and the United States America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

UNITED STATES OF AMERICA

By: HAMED A. EL SAYEH

By: H. FREEMAN
MATTHEWS, JR.

Name: Dr. Hamed El Sayeh

Name: H. Freeman Matthews,
Jr.

Title: *Minister of Economy,
Foreign Trade and
Economic Cooperation*

Title: *Charge d'Affaires
ad interim*

MINISTRY OF EDUCATION
AND SCIENTIFIC RESEARCH

By: MOUSTAFA KAMAL
HELMY

Name: Dr. Moustafa Kamal
Helmy

Title: *Minister of Education
and Scientific Research*

ANNEX 1

Project Description

A. GENERAL

This project will provide fellowships for graduate level training in fields related to Egypt's development needs. This training will take place at U.S. institutions of higher education between September 1980 and September 1984. Fellowship recipients will be citizens of Egypt whose age, at the time of their departure for the U.S., will not exceed

¹ See footnote 1, p. 1314.

35 years. Preference, however, will be given to those whose age at time of departure is 30 or less. They will be drawn from all sectors of the economy and society, and selected following procedures agreed to by A.I.D. and the Ministry of Higher Education. These procedures are based upon individually submitted applications and competition within clearly defined groups. The maximum period of study permitted under this program is 24 months. It is expected, however, that there will be a mix of 21- and 10-month fellowships.

All efforts will be made to distribute the fellowships equitably among those qualified. This project will also provide technical assistance to and budgetary support for the GOE entity responsible for project implementation.

B. IMPLEMENTATION

This project will be carried out by the Ministry of Higher Education with placement and technical assistance from a U.S. contractor. Executive responsibilities will be discharged through a Project Management Committee appointed by the Minister of Education. The Ministry of Higher Education will ultimately bear full responsibility for the timely and effective implementation of this project.

C. FINANCIAL PLAN

An illustrative financial plan, attached here as Attachment A to this Annex 1, sets forth the anticipated costs and sources of financing of the project. Subject to the availability of funds, subsequent agreements will be mutually agreed upon.

ATTACHMENT A TO ANNEX 1
ILLUSTRATIVE FINANCIAL PLAN

	AID contribution ¹	GOE contribution	Total
	U.S. Dollars (\$000)	U.S. Dollar Equiv. (\$000)	
Training-----	² 41, 452	2, 977	44, 420
Technical Assistance-----	3, 025	-----	3, 025
Personnel-----	-----	89	89
Facilities-----	-----	83	83
Other-----	³ 1, 250	-----	1, 250
Sub-Total-----	45, 727	3, 149	48, 876
Inflation ⁴ -----	5, 694	400	6, 094
Contingency ⁵ -----	2, 571	-----	2, 571
Total-----	53, 992	3, 549	57, 541

¹ Includes additional \$24,000,000 grant, subject to availability of funds in United States Fiscal Year 1981.

² Includes \$600,000 to complete funding of Phase I Peace Fellowship Program.

³ Includes budgetary support for the Missions Department and funding for follow-up activities and project evaluation.

⁴ Estimated at 15 percent per annum beginning in FY 81.

⁵ Estimated at 5 percent of other costs.

[Footnotes in the original.]

MEXICO

Narcotic Drugs: Salary Supplements

Agreement amending the agreement of December 3, 1979.

Effectuated by exchange of letters

Signed at México April 25, 1980;

Entered into force April 25, 1980.

The American Chargé d'Affaires ad interim to the Mexican Attorney General



EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

April 25, 1980

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
México, D. F.

Dear Mr. Attorney General:

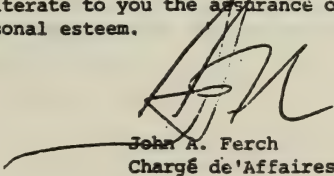
In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. \$530,000 the funding provided by our exchange of letters dated December 3, 1979.^[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase, "nine hundred thousand dollars (\$900,000)" in the second paragraph of our letter dated December 3, 1979, and substitute therefor the phrase, "one million, four hundred and thirty thousand dollars (U.S. \$1,430,000)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.


John A. Ferch
Chargé de'Affaires, a.i.

¹ TIAS 9696; 31 UST 5918.

*The Mexican Attorney General to the American Chargé d'Affaires
ad interim*



PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., abril 25 de 1980.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. \$530,000 los fondos proporcionados por medio de nuestra carta fechada 3 de diciembre de 1979. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Novecientos Mil Dólares (U.S. \$900,000)," en el segundo párrafo de nuestra carta de fecha 3 de diciembre de 1979 y substituir la frase, "Un Millón, Cuatro Cientos Treinta Mil Dólares (U.S. \$1,430,000)."

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el

Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., April 25, 1980

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Sir:

I take pleasure in replying to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language translation, see p. 1325.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General
of the Republic

MEXICO

Trade in Textiles and Textile Products

*Agreement amending the agreement of February 26, 1979,
as amended.*

Effected by exchange of notes

Dated at México and Washington May 21 and 28, 1980;

Entered into force May 28, 1980.

The American Embassy to the Mexican Department of Foreign Relations

AIDE MEMOIRE

The Embassy refers to the agreement between the United States of America and the United Mexican States relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes February 26, 1979, as amended^[1] ("The Agreement") and to the Secretariat's Aide Memoire dated May 2, 1980^[2] concerning exports from Mexico to the United States of products classified in U.S. Textile Category 359 (other cotton apparel).

The Embassy has the honor to propose that the consultation level for Category 359 be increased to a level of 2,500,000 square yards equivalent for the 1980 agreement year.

If this proposal is acceptable to the Government of the United Mexican States, this Aide Memoire and the Secretariat's confirmation shall constitute an amendment to the agreement.

Mexico, D.F., May 21, 1980

¹ TIAS 9419, 9662; 30 UST 3643; 31 UST 5127.

² Not printed.

The Mexican Embassy to the Department of State

0226

La Embajada de México saluda muy atentamente al Departamento de Estado y en relación al "Aide Memoire" que su Embajada en México dirigió a la Secretaría de Relaciones Exteriores con fecha 23 de mayo de 1980, relativo al Convenio Bilateral México-Estados Unidos sobre Textiles de Algodón, Lana y Fibras Artificiales, en el que se propone que el nivel de consulta para la categoría 359 sea aumentado a 2.5 millones de yardas cuadradas en 1980, se permite transmitir la siguiente información:

El Gobierno de México acepta la cuota de 2.5 millones de yardas cuadradas para la categoría 359 en forma provisional con el fin de que no se detengan las exportaciones mexicanas, pero con la aclaración de que México revisará las necesidades de la industria nacional y las maquiladoras para 1980 y 1981 y hará una propuesta concreta a la parte norteamericana en la revisión mayor del Convenio para realizarse en el mes de Junio próximo.

La presente nota de aceptación del Gobierno de México, así como el "Aide Memoire" de referencia de la Embajada de los Estados Unidos en México constituyen una enmienda al presente Convenio.

Washington, D.C., 28 de mayo de 1980.

D. Sampson

TRANSLATION

No. 0226

Embassy of Mexico

The Embassy of Mexico presents its compliments to the Department of State and, in reference to the Aide Memoire that the United States Embassy in Mexico City addressed to the Department of Foreign Relations on May 23, 1980 regarding the Agreement between the United States of America and the United Mexican States relating to Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products, in which it is proposed that the consultation level for category 359 be increased to a level of 2.5 million square yards for the 1980 agreement year, wishes to inform the Department that the Government of Mexico accepts temporarily the quota of 2.5 million square yards for category 359 in order to prevent any interruption in Mexican imports, with the proviso that Mexico will review the needs of its national industry and the in-bond processing industries for the years 1980-1981 and will present a specific proposal to the United States of America at the major review of the Agreement scheduled for June 1980.

This note of acceptance and the United States Embassy's Aide Memoire shall constitute an amendment to the present Agreement.

Washington, D.C., May 28, 1980

J. Sáenz Hinojosa

SINGAPORE

Trade in Textiles and Textile Products

Agreement amending the agreement of September 21 and 22, 1978, as amended.

Effected by exchange of letters

Signed at Washington May 27 and June 2, 1980;

Entered into force June 2, 1980.

*The Deputy Assistant Secretary of State for Trade and Commercial
Affairs to the Singaporean Second Secretary*

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

MAY 27, 1980

MR. K. P. WONG
*Second Secretary
Embassy of the Republic of Singapore*

DEAR MR. WONG:

I refer to paragraph 5 of the Agreement between the United States and the Republic of Singapore relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes September 21 and 22, 1978 as amended [¹] ("the Agreement") and to our discussions concerning exports from Singapore to the United States of products classified in U.S. textile category 604.

On behalf of my Government, I have the honor to propose that the consultation level for Category 604 be increased by 1,130,000 square yards equivalent (275,610 pounds) to a level of 4,000,000 SYE (975,610 pounds) for the 1980 Agreement year.

¹ TIAS 9214, 9610, 9719; 30 UST 718; 31 UST 287; *ante*, p. 505.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
*Deputy Assistant Secretary
Trade and Commercial Affairs*

*The Singaporan Second Secretary to the Deputy Assistant Secretary
of State for Trade and Commercial Affairs*



FA 68-4252-78

EMBASSY OF THE
REPUBLIC OF SINGAPORE

1824 R STREET, N.W.,
WASHINGTON, D.C. 20009.
TEL: (202) 667-7555

Cable Address: SINGAWAKIL WASHINGTON

Our Ref:

Your Ref:

2 June 1980

Mr Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Department of State
Washington DC 20520

Dear Mr Kopp

I refer to the Agreement between the United States and the Republic of Singapore relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes 21 and 22 September 1978 as amended ("the Agreement") and to your letter of 27 May 1980.

Your Government proposed that the consultation level for Category 604 be increased by 1,130,000 square yards equivalent (275,610 pounds) to a level of 4,000,000 square yards equivalent (975,610 pounds) for the 1980 Agreement Year.

I am pleased to confirm that the proposal is acceptable to my Government. Your letter of 27 May 1980 and this letter of confirmation shall constitute an amendment to the Agreement.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'K P Wong'.

K P WONG
SECOND SECRETARY

TIAS 9774

MULTILATERAL

Energy: Economic Assessment Service for Coal

*Implementing agreement done at Paris November 20, 1975;
Entered into force November 20, 1975.*

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
ECONOMIC ASSESSMENT SERVICE FOR COAL

INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT
FOR THE ESTABLISHMENT OF THE
ECONOMIC ASSESSMENT SERVICE FOR COAL

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INTERNATIONAL ENERGY AGENCY

IMPLEMENTING AGREEMENT FOR THE ESTABLISHMENT OF THE ECONOMIC ASSESSMENT SERVICE FOR COAL

The Contracting Parties

CONSIDERING that the Contracting Parties, being either governments or parties proposed by their respective governments pursuant to Article III of the Guiding Principles for Co-operation in the Field of Energy Research and Development adopted by the Governing Board of the International Energy Agency (the "Agency") on 28th July, 1975, wish to take part in the establishment and operation of an Economic Assessment Service For Coal (the "Service") as provided in this Agreement;

CONSIDERING that the Contracting Parties which are governments and the governments of the other Contracting Parties (referred to collectively as the "Governments") participate in the Agency and have agreed in Article 41 of the Agreement on an International Energy Program^[1] (the "I.E.P. Agreement") to undertake national programmes and to promote the adoption of co-operative programmes in the areas set out in Article 42 of the I.E.P. Agreement, including the area of energy research and development in coal technology;

CONSIDERING that in the Governing Board of the Agency on 28th July, 1975, the Governments approved the Service as a special activity under Article 65 of the I.E.P. Agreement;

CONSIDERING that the Agency has recognised the establishment of the Service as an important component of international co-operation in the field of coal research and development;

HAVE AGREED as follows:

Article 1

OBJECTIVES

(a) The Service shall carry out and co-ordinate economic assessments and studies in the field of coal research and development in order to assist the Contracting Parties in the formulation of new research projects and in evaluating the application of coal conversion techniques in the Contracting Parties' countries. The functions of the Service shall include:

¹ Done Nov. 18, 1974. TIAS 8278 ; 27 UST 1708.

- (1) Economic assessments of the impact of new technologies on the coal production—supply—conversion system;
- (2) Specialist reviews of the “state of the art”;
- (3) Studies to develop common standards and nomenclature for the purpose of comparing economic studies (including conversion costs, value of products and the relation of process economics to local conditions); and
- (4) Such other economic assessments and studies in the field of coal research and development as may be agreed by the Executive Committee, acting by unanimity.

In carrying out its objectives the Service will take into account the proposed programme described in PADB Note No. 75/20 of the Working Party on Coal Technology of the Sub-Group on Energy Research and Development of the Agency.

(b) In carrying out its functions under this Agreement, the Service shall co-ordinate its activities with those of other services set up under the auspices of the Agency, as necessary, in order to avoid duplication of activities.

Article 2

THE OPERATING AGENT

(a) The Service shall be operated by an Operating Agent. The functions of the Operating Agent shall initially be performed by NCB (IEA Services) Ltd., a wholly-owned subsidiary of the National Coal Board, which hereby guarantees to the other Contracting Parties that NCB (IEA Services) Ltd. will meet all its obligations (including financial obligations) and will duly perform its functions under this Agreement; the National Coal Board shall be regarded as a Contracting Party performing the functions of an Operating Agent for the purposes of Article 9 (g). Where the Executive Committee finds that it would be appropriate for another Government or entity to act as Operating Agent, the Executive Committee, acting by unanimity may, with the consent of such Government or entity, appoint such Government or entity to replace the initial Operating Agent in accordance with the terms hereof. References in this Agreement to the “Operating Agent” shall include any Government or entity appointed under this paragraph.

(b) All legal acts required to operate the Service shall be performed on behalf of the Contracting Parties by the Operating Agent, which shall, for the benefit of the Contracting Parties, be the legal owner of all property rights which may be acquired for the Service or which shall accrue to the Service in carrying out its objectives. The Operating Agent shall operate the Service under its supervision and responsibility, subject to this Agreement, in accordance with the law of the country of the Operating Agent.

(c) The Operating Agent shall have the right to resign as Operating Agent at any time, by giving six months written notice to that effect to the Executive Committee, provided that:

- (1) A Contracting Party, or entity proposed by a Contracting Party, is at such time willing to assume the duties and obligations of the Operating Agent and so notifies the Executive Committee and the other Contracting Parties in writing not less than three months in advance of the effective date of the Operating Agent's resignation; and
- (2) Such Contracting Party or entity is approved by the Executive Committee, acting by unanimity.

(d) In the event that another Operating Agent is appointed under paragraph (a) or (c) above the Operating Agent shall transfer to such replacement Operating Agent all property rights which it may have acquired under paragraph (b) above.

(e) The Operating Agent shall be reimbursed from the funds made available by the Contracting Parties pursuant to Article 5 for its expenses and costs associated with actions taken in accordance with this Agreement. The Operating Agent shall, without prejudice to the provisions of Article 5 (h), receive no fee or other emolument apart from such reimbursement.

Article 3

THE EXECUTIVE COMMITTEE

(a) Control of the Service shall be vested in the Executive Committee constituted under this Article.

(b) The Executive Committee shall consist of one member designated by each Contracting Party; each Contracting Party shall also designate an alternate member who shall represent the Contracting Party if the member is unable to do so. Each Contracting Party shall inform the Operating Agent in writing of all designations under this paragraph. The Executive Committee shall:

- (1) Adopt for each year, acting by unanimity, the Programme of Work and Budget of the Service, together with an indicative programme of work and budget for the following two years; the Executive Committee may, as required, make adjustments within the framework of the Programme of Work and Budget;

- (2) Make such rules and regulations as may be required for the sound management of the Service, including financial rules as provided in Article 5 (d);
 - (3) Consider any matters submitted to it by the Operating Agent or any Contracting Party; and
 - (4) Carry out the other functions conferred upon it by this Agreement.
- (c) The Executive Committee shall each year elect a Chairman and one or more Vice-Chairmen.
- (d) The Executive Committee may establish such subsidiary bodies and rules of procedure as are required for the proper functioning of the Committee. A representative of the Agency and a representative of the Operating Agent (in its capacity as such) may attend meetings of the Executive Committee and its subsidiary bodies in an advisory capacity.
- (e) The Executive Committee shall meet in regular session twice each year; in extraordinary circumstances a special meeting shall be convened upon the request of a Contracting Party which can demonstrate the need therefor.
- (f) Unless otherwise agreed, meetings of the Executive Committee shall be held in the offices of the Operating Agent.
- (g) At least twenty-eight days before each meeting of the Executive Committee, notice of the time, place and purpose of the meeting shall be given to each Contracting Party and to other persons or entities entitled to attend the meeting; notice need not be given to any person or entity otherwise entitled thereto if notice is waived before or after the meeting. The quorum for the transaction of business in meetings of the Executive Committee shall be one-half of the members plus one (less any resulting fraction).
- (h) With the agreement of each Contracting Party a decision or recommendation may be made by telex or cable without the necessity for calling a meeting. The Chairman of the Executive Committee shall have the responsibility of ensuring that all Contracting Parties are informed of each decision or recommendation made pursuant to this paragraph.
- (i) Where this Agreement requires the Executive Committee to act by unanimity, this shall require the agreement of each member or alternate member present and voting at the meeting at which the decision is taken. The Executive Committee shall adopt decisions and recommendations, for which no express voting provision is made in this Agreement, by majority vote of the members or alternate members present and voting.
- (j) The Executive Committee shall, at least annually, provide the Agency with periodic reports on the progress of the Service.

Article 4

ADMINISTRATION AND STAFF

(a) The Operating Agent shall be responsible to the Executive Committee for the operation of the Service in accordance with this Agreement, the annual Programme of Work and Budget, decisions of the Executive Committee and the regulations of the establishment at which the work is carried out.

(b) The Operating Agent shall supply to the Executive Committee such information concerning the operation of the Service as the Committee may request and shall each year submit, not later than two months after the end of the financial year, a report on the operation of the Service to the Executive Committee.

(c) The staff of the Service shall be selected by the Operating Agent in accordance with rules determined by the Executive Committee and shall be responsible to the Operating Agent. The Contracting Parties (or organisations or other entities designated by Contracting Parties) may propose personnel to work on the staff of the Service; and such staff, if selected, shall be made available, by secondment or otherwise, to the Service.

(d) Staff members shall be remunerated by their respective employers and shall, except as provided in this Agreement, be subject to their employers' conditions of service. The Contracting Parties shall be entitled to claim the appropriate cost of such remuneration or to receive an appropriate credit for such cost as part of the Budget of the Service in accordance with Article 5 (f) (5).

Article 5

FINANCE

(a) The expenditure incurred in the operation of the Service for the first three years shall be borne by the Contracting Parties in the proportions appearing in the Annex hereto. Such expenditure, as estimated in PADB Note No. 75/20 referred to in Article 1 (a) above, is not expected to exceed £174,000 per year at January, 1975 price levels and exchange rates, and may not exceed such level except upon the unanimous agreement of the Executive Committee. The Executive Committee, acting by unanimity, shall adjust the figure referred to in this paragraph at half-yearly intervals to take account of changes in exchange rates and changing price levels in the country of the Operating Agent to ensure that the necessary real resources will continue to be available to operate the Service. If significant changes in such exchange rates or price levels occur, the Executive Committee, acting by unanimity, shall consider whether to adjust the Programme of Work to the available funds.

(b) After the initial three year period and any succeeding three year period, the Executive Committee shall, acting by unanimity, agree the proportions in which expenditure incurred in the operation of the Service shall be borne by the Contracting Parties for each succeeding three year period.

(c) Income accruing from the operations of the Service shall be credited to the Service.

(d) The Executive Committee, acting by unanimity, may make such rules and regulations as may be required for the sound financial management of the Service. These rules shall:

- (1) Establish procurement procedures to be used by the Operating Agent in making contracts or otherwise expending funds for the Service;
- (2) Establish the level of expenditure for which Executive Committee approval will be required, including expenditure involving payment of monies to the Operating Agent for other than routine salary and administrative expenses previously approved by the Executive Committee in the Budget process;
- (3) Require the Operating Agent to maintain complete, separate financial records which shall clearly account for all funds and property coming into the custody or possession of the Operating Agent in connection with the Service.

(e) The system of accounts employed by the Operating Agent shall be in accordance with accounting principles generally accepted in the country of the Operating Agent and consistently applied.

(f) Unless otherwise decided by the Executive Committee, acting by unanimity:

- (1) The financial year of the Service shall correspond to the financial year of the Operating Agent;
- (2) The Operating Agent shall each year prepare and submit to the Executive Committee for approval, a draft programme of work and budget, together with an indicative programme of work and budget for the following two years, not later than three months before the beginning of each financial year;
- (3) Not later than three months after the close of each financial year the Operating Agent shall submit for audit the annual accounts of the Service in a form approved by the Executive Committee to auditors selected by the Executive Committee and shall present the accounts together with the auditors' report to the Executive Committee for approval;
- (4) All books of account and records maintained by the Operating Agent shall be preserved for at least three years from the date of termination of the Service;

- (5) A Contracting Party supplying services to the Service shall be entitled to a credit, determined by the Executive Committee, acting by unanimity, against its contribution, or to compensation if the value of such services exceeds the amount of the Contracting Party's contribution; such credits for services of staff shall be calculated on an agreed scale approved by the Executive Committee and include all payroll-related costs.
- (g) Upon approval of the annual Budget by the Executive Committee, contributions due from the Contracting Parties shall be paid to the Operating Agent in the currency of the Operating Agent at such times and upon such other conditions as the Executive Committee shall determine, provided however that:
- (1) Contributions received by the Operating Agent shall be used solely in accordance with the Programme of Work and Budget;
 - (2) The Operating Agent shall be under no obligation to carry out any work until contributions amounting to at least fifty per cent (in cash terms) of the total due at any one time have been received;
 - (3) In the first year after the signing of this Agreement the Contracting Parties shall pay contributions as directed by the Executive Committee, acting by unanimity, in advance of approval of the Budget in order to enable the Operating Agent to establish the Service in accordance with this Agreement.
- (h) Ancillary services may, as agreed between the Executive Committee and the Operating Agent, be provided by the Operating Agent for the operation of the Service and the costs of such services, including overheads connected therewith, may be met from budgeted funds of the Service.
- (i) The Operating Agent shall pay all taxes and similar impositions (other than taxes on income) imposed by national or local governments and incurred by it in connection with the Service, as expenditure incurred in the operation of the Service under the Budget; the Operating Agent shall endeavour to obtain all possible exemptions or facilitations of such taxes.
- (j) Each Contracting Party shall bear all costs of its participation in the Service other than the common costs funded by the Budget of the Service.
- (k) Each Contracting Party shall have the right, at its sole cost, to audit the accounts of the Service on the following terms:
- (1) The Contracting Party shall provide the other Contracting Parties with an opportunity to participate in such audits on a cost-shared basis;
 - (2) The accounts and records in respect of the Operating Agent's activities other than those for the Service shall be excluded from such audit, but if the Contracting Party concerned requires verification of charges to the Budget representing services rendered to the Service by the Operating Agent, it may at its own cost request and obtain an audit certificate in this respect from the Operating Agent's external auditors;

- (3) Not more than one such audit shall be required in any financial year;
- (4) Any such audit shall be carried out by not more than three representatives of the Contracting Parties.

Article 6

INFORMATION

(a) The Operating Agent shall take all appropriate measures necessary to protect copyrightable material generated by the Service, unless the Executive Committee otherwise directs. Such copyrightable material shall be held by the Operating Agent for the benefit of the Contracting Parties.

(b) Each Contracting Party agrees to provide to the Service all previously existing or newly arising information which is needed by the Service to carry out its functions and which is freely at the disposal of the Contracting Party and the transmission of which is not subject to any contractual and/or legal limitations:

- (1) If no substantial cost is incurred by the Contracting Party, in making such information available, at no charge to the Service therefor;
- (2) If substantial costs must be incurred by the Contracting Party to make such information available, at such charges to the Service as shall be agreed between the Operating Agent and the Contracting Party.

(c) Each Contracting Party shall inform the Service when it becomes aware of the existence of information that can be of value to the Service but which is not freely at the disposal of the Contracting Party or the transmission of which is subject to contractual and/or legal limitations; that Contracting Party shall endeavour to make the information available to the Service for a reasonable consideration; the Executive Committee may, acting by unanimity, decide to acquire such information.

(d) If a Contracting Party has access to confidential information which would be useful to the Operating Agent in developing studies and assessments, such information may be communicated to the Operating Agent but shall not become part of the data base nor be communicated to the other Contracting Party except as may be agreed between the Operating Agent and the Contracting Party which supplies such information.

(e) The Contracting Parties shall be entitled without charge to have access to the economic assessments and studies produced by the Service, to receive and (in accordance with the policies of the Service as determined by the Executive Committee) to distribute within their respective countries such assessments and studies. The economic assessments and studies received by the Contracting Parties shall not be published with a view to profit except as the Executive Committee, acting by unanimity, may agree or provide by rule. No unpublished information supplied by a Contracting Party which withdraws from the Service may be published without the consent of that Contracting Party.

(f) Upon the request of a Contracting Party the Executive Committee shall grant such Contracting Party access to the data base of the Service under conditions determined by the Executive Committee.

(g) The Executive Committee shall, acting by unanimity, determine the rules by which the Service may be made available to governments and other appropriate entities of countries which do not participate in the Service.

(h) The obligations of paragraphs (d) and (e) above shall survive the termination of this Agreement or the withdrawal of any Contracting Party or Parties. The Executive Committee shall, at the time of such termination or withdrawal, adopt appropriate measures for the subsequent application of those obligations and related questions.

Article 7

LEGAL RESPONSIBILITY AND INSURANCE

(a) The Operating Agent shall use all reasonable skill and care in carrying out its duties under this Agreement and shall be responsible for ensuring that the Service is conducted in accordance with all applicable laws and regulations. Except as otherwise provided in this Article, the cost of all damage to property and all legal liabilities, claims, actions, costs and expenses connected therewith, shall be charged to the Budget of the Service.

(b) The Operating Agent shall propose to the Executive Committee all necessary liability, fire and other insurance. The Operating Agent shall carry such insurance as the Executive Committee may direct. The cost of obtaining and maintaining insurance shall be charged to the Budget of the Service.

(c) The Operating Agent shall be liable, in its capacity as Operating Agent, to indemnify the Contracting Parties against the cost of any damage to property and against all legal liabilities, actions, claims, costs and expenses connected therewith to the extent that they:

- (1) Result from the failure of the Operating Agent to maintain any such insurance it is required to maintain under paragraph (b) above; or
- (2) Result from the gross negligence or wilful misconduct of any of the Operating Agent's employees or officers carrying out its duties under this Agreement.

Article 8

LEGISLATIVE PROVISIONS

(a) Each Contracting Party shall, within the framework of applicable legislation, use its best endeavours to facilitate the accomplishment of formalities involved in the movement of persons, the importation of materials and equipment and the transfer of currency which shall be required to operate the Service.

(b) The participation of each Contracting Party in the Service shall be subject to the appropriation of funds by the appropriate governmental authority, where necessary, and to the constitution, laws and regulations applicable to the Contracting Party, including, but not limited to, laws establishing prohibitions upon the payment of commissions, percentages, brokerage or contingent fees to persons retained to solicit governmental contracts, and upon any share of such contracts accruing to governmental officials.

(c) The Service shall in its operations take account, as appropriate, of the Guiding Principles for Co-operation in the Field of Energy Research and Development, and any modification thereof as well as other decisions of the Governing Board of the Agency in that field. The termination of those Guiding Principles shall not affect this Agreement which shall remain in force in accordance with the terms hereof.

(d) Any dispute among the Contracting Parties concerning the interpretation or the application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Contracting Parties concerned who shall also choose the Chairman of the tribunal. Should the Contracting Parties concerned fail to agree upon the composition of the tribunal or the selection of the Chairman, the President of the International Court of Justice shall, at the request of any of the Contracting Parties concerned, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on a question of fact shall be final and binding on the Contracting Parties. The Operating Agent shall be regarded as a Contracting Party for the purposes of this paragraph.

*Article 9*ADDITION AND WITHDRAWAL
OF CONTRACTING PARTIES

(a) Upon the invitation of the Executive Committee, acting by unanimity, participation in the Service as a Contracting Party shall be open to the government of any Agency Participating Country (or a national agency, public organisation, private corporation, company or other entity proposed by such government) which signs this Agreement and assumes the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee of consequential amendments to this Agreement.

(b) The government of any other Member of the Organisation for Economic Co-operation and Development may, on the proposal of the Executive Committee, acting by unanimity, be invited by the Governing Board of the Agency to participate in the Service as a Contracting Party (or to propose a national agency, public organisation, private corporation, company, or other entity to do so), to sign this Agreement, and to assume the rights and obligations of a Contracting Party. Such participation shall be effective upon the adoption by the Executive Committee of consequential amendments to this Agreement.

(c) The European Communities may participate in the Service in accordance with arrangements to be made with the Executive Committee, acting by unanimity.

(d) It shall be a condition of participation of any new Contracting Party under paragraphs (a) or (b) above, or participation under paragraph (c) above, that the Contracting Party or participant shall contribute, in accordance with rules laid down by the Executive Committee, an appropriate proportion of the expenditure of the Service prior to the date of such participation.

(e) With the agreement of the Executive Committee, acting by unanimity, and upon the request of a Government, a Contracting Party proposed by that Government may be replaced by another party. The replacement party shall sign this Agreement and assume the rights and obligations of a Contracting Party.

(f) Any Contracting Party may withdraw from this Agreement at any time with the agreement of the Executive Committee, acting by unanimity, or by giving twelve months written notice to that effect to the Operating Agent, such notice to be given not less than two years after the date hereof. The withdrawal of a Contracting Party under this paragraph shall not affect the rights and obligations of the continuing Contracting Parties, except that the proportionate shares of the Budget shall be adjusted to take account of such withdrawal.

(g) A Contracting Party serving as Operating Agent which withdraws from this Agreement under paragraph (f) above, shall cease to be the Operating Agent and shall account to the Executive Committee, unless the Executive Committee, acting by unanimity, agrees to retain the former Contracting Party as Operating Agent.

(h) A Contracting Party other than a Government shall forthwith notify the Executive Committee of any significant change in its status or ownership or of its becoming bankrupt or entering into liquidation. The Executive Committee shall determine whether any change in status or ownership or bankruptcy or liquidation of a Contracting Party significantly affects the interests of the other Contracting Parties; if the Executive Committee so determines, then, unless the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, otherwise agrees:

- (1) That Contracting Party shall be deemed to have withdrawn from the Agreement under paragraph (f) above on a date to be fixed by the Executive Committee; and

- (2) The Executive Committee shall invite the Government which proposed that Contracting Party to propose (within a period of three months of the withdrawal of that Contracting Party) a different entity to become a Contracting Party and, if approved by the Executive Committee, acting by unanimity, such entity shall become a Contracting Party with effect from the date on which it signs this Agreement and assumes the rights and obligations of a Contracting Party.
- (i) Any Contracting Party which fails to fulfil its obligations under this Agreement within sixty days after its receipt of notice invoking this paragraph and specifying the nature of those obligations, may be deemed by the Executive Committee, acting upon the unanimous decision of the other Contracting Parties, to have withdrawn from this Agreement.

Article 10

FINAL PROVISIONS

- (a) This Agreement shall remain in force for an initial period of three years from the date hereof and shall continue in force thereafter unless and until the Executive Committee, acting by unanimity, decides on its termination.
- (b) Nothing in this Agreement shall be regarded as constituting a partnership between the Contracting Parties or any of them.
- (c) Upon termination of this Agreement, the Executive Committee, acting by unanimity, shall decide upon the liquidation of the assets of the Service in whole or part and any distribution which might be made to the present and former Contracting Parties. The Executive Committee shall, so far as practicable, distribute the assets of the Service, or the proceeds therefrom, in proportion to the contributions which the Contracting Parties have made from the beginning of the operation of the Service, and for that purpose shall take into account the contributions and any outstanding obligations of former Contracting Parties. Disputes with a former Contracting Party about the proportion allocated to it under this paragraph shall be settled under Article 8 (d) and for that purpose a former Contracting Party shall be regarded as a Contracting Party.
- (d) This Agreement may be amended at any time upon the unanimous agreement of the Executive Committee. Such amendments shall come into force in a manner determined by the unanimous agreement of the Executive Committee.
- (e) The original of this Agreement shall be deposited with the Executive Director of the Agency and a certified copy thereof shall be furnished to each Contracting Party. A copy of this Agreement shall be furnished to each Agency Participating Country, to each Member country of the Organisation for Economic Co-operation and Development and to the European Communities.

Done in Paris, this 20th day of November, 1975.

For the DEPARTMENT of ENERGY,
MINES and RESOURCES
(Canada):

R. S. MacLEAN

On behalf of Her Majesty
the Queen in Right of Canada
as Represented by the
Minister of Energy,
Mines and Resources

For the KERNFORSCHUNGSANLAGE JÜLICH G.M.B.H.
(proposed by Germany):

ENGELMANN
p. pa. STÖCKER

For the ENTE NAZIONALE IDROCARBURI,
a Public Holding
(proposed by Italy):

PIERO CHIOZZI

For the NAAMLOZE VENNOOTSCHAP DSM,
a Company
(proposed by the Netherlands):

L. J. REVALIER

For the CENTRO DE ESTUDIOS
DE LA ENERGÍA
(proposed by Spain):

GARCIA CONDE

For the NATIONAL SWEDISH BOARD
FOR ENERGY SOURCE DEVELOPMENT
(proposed by Sweden):

LARS REY

For the NATIONAL COAL BOARD,
a Public Corporation
(proposed by the United Kingdom):

L. GRAINGER

For the ENERGY RESEARCH AND
DEVELOPMENT ADMINISTRATION
for and on behalf of the Government of
the United States of America:

ROBERT C. SEAMANS, JR.

NCB (IEA SERVICES) LTD., a wholly-owned
subsidiary of the National Coal Board, hereby accepts
the rights and powers and agrees to carry out the
obligations and functions of the Operating Agent
as provided in the above Agreement.

For NCB (IEA SERVICES) LTD.:

L. GRAINGER

Annex

SCALE OF CONTRIBUTIONS

(applicable for the first three years of this Agreement)

Contracting Party	Proportion of Annual Contribution
CANADA	
— Department of Energy, Mines and Resources	4.7%
GERMANY	
— Kernforschungsanlage Jülich G.M.B.H.	17.2%
ITALY	
— ENTE Nazionale Idrocarburi	3.2%
NETHERLANDS	
— Naamloze Vennootschap DSM.	2.8%
SPAIN	
— Centro de Estudios de la Energía	3.9%
SWEDEN	
— National Swedish Board for Energy Source Development . .	2.6%
UNITED KINGDOM	
— National Coal Board	16.6%
UNITED STATES OF AMERICA	
— Energy Research and Development Administration	49.0%

The Legal Advisor of the International Energy Agency hereby certifies that the present copy conforms to the original text deposited with the Executive Director of the International Energy Agency (with the signature pages and Scale of Contributions adjusted, by agreement of the Contracting Parties, to reflect the participation in the Agreement from 20th November, 1975).

Paris, 6th October, 1976

THE LEGAL ADVISOR:



Richard F. Scott
RICHARD F. SCOTT

BOTSWANA

Alien Amateur Radio Operators

Agreement effected by exchange of notes

Dated at Gaborone November 7, 1978 and September 26, 1979;

Entered into force September 26, 1979.

The American Embassy to the Office of the President of Botswana

No. 32

The Embassy of the United States of America presents its compliments to the Office of the President of the Republic of Botswana and has the honor to propose an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations, Geneva, 1959.^[1] It is proposed that an agreement with respect to this matter be concluded as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon receipt of a reply note from you indicating the concurrence of the Government of Botswana, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note

¹ TIAS 4893; 12 UST 2633.

and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

The Embassy of the United States of America avails itself of this opportunity to renew to the Office of the President the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA

GABORONE, *November 7, 1978*

The Office of the President of Botswana to the American Embassy

REPUBLIC OF BOTSWANA

NOTE NO: 18 EA 14/1 IX C2

The Office of the President of the Republic of Botswana presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 32 dated 7th November 1978 concerning the proposal of an Agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the country, in accordance with the provisions of Article 41 of the Radio Regulations, Geneva 1959.

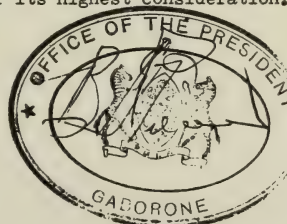
The Office of the President wishes to inform the Embassy of the United States that the proposal is acceptable to the Government of Botswana.

The Office of the President of the Republic of Botswana avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

GABORONE

26/9/79

Embassy of the United States of America
P. O. Box 90,
GABORONE.



JORDAN

Aviation: Technical Assistance and Services

*Memorandum of agreement signed at Amman and Washington
March 5 and April 1, 1980;
Entered into force June 1, 1980.*

NAT-I-988

MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND THE
HASHEMITE KINGDOM OF JORDAN
MINISTRY OF TRANSPORT
CIVIL AVIATION DEPARTMENT

WHEREAS, the Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish on a reimbursable basis, services requested by the Government of the Hashemite Kingdom of Jordan (GOJ), represented by the Civil Aviation Department of the Ministry of Transport, hereinafter referred to as the CAD; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended,^[1] directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States (U.S.) and abroad and Section 5 of the International Aviation Facilities Act of 1948, as amended,^[2]

¹ 72 Stat. 749; 49 U.S.C. § 1346.

² 62 Stat. 451; 49 U.S.C. § 1154.

TIAS 9777

authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended, authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE I - Purpose of the Agreement

A. The purpose of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA will provide technical assistance and services to the CAD to support their ongoing programs and the planning and implementation of their programs to improve air transportation services of the Hashemite Kingdom of Jordan.

B. It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the host Government's use of systems and equipment that are similar to those used by the FAA in the United States' National Airspace System. To the extent that other systems and equipment are used in the

host Government's National Airspace System (NAS), the FAA's ability to support other systems and equipment under this Agreement would be necessarily lessened commensurately.

ARTICLE II - Description of Services

Under the terms and conditions stated in this MOA and its related annexes, the FAA will provide technical assistance to the CAD in civil aviation programs to improve their NAS. Such assistance and related services may consist of temporary duty assignments, resident tours of FAA personnel to the host country who would serve in a Civil Aviation Assistance Group (CAAG) as advisors to the CAD, training of Jordanian nationals, providing technical publications, administrative and technical support by FAA Headquarters and other assistance agreed upon by the Parties to this Agreement. Specific services rendered under this MOA shall be specified in annexes which will become a part of this Agreement.

ARTICLE III - Status of FAA Personnel

A. The principal FAA representative, in regard to all CAAG operations, will be designated the CAAG Chief. In the context of this Agreement, the CAAG Chief will assist and relate directly with the Director General of Civil Aviation (DGCA) in carrying out the functions of this program. The

CAAG Chief will also relate directly with other high level GOJ and U.S. officials. He is expected to serve in an advisory capacity on any committee or board the Director General may deem appropriate.

B. The FAA will assign personnel to the CAAG subject to host country approval. FAA personnel assigned to this program will retain their status as U.S. Government, FAA employees and their supervision and administration shall be in accordance with the policies and procedures of the FAA. They will be subject to the discipline of the FAA as an organization of the Government of the United States of America and will perform at the high level of conduct and technical execution required by the FAA.

C. The change-of-station shipment of a limited amount of household effects of FAA employees who are permanently assigned to the CAAG is planned for air shipment. Air shipment will be limited to the amount authorized by U.S. regulations for employees and families when furnished quarters are provided. Such air shipment of effects will be by U. S. and/or other commercial aircraft. FAA will make arrangements and determine the carrier for all shipments. The host country will advise FAA of any special requirements associated with these shipments.

D. The FAA CAAG will receive local administrative support from the U.S. Embassy and will be considered a part of the U.S. Mission. The full scope of Embassy support will be defined between the FAA and the U.S. Department of State under appropriate support documentation.

E. The host Government will accord to the personnel of the FAA the same rights, protections, advantages, privileges and exemptions accorded to non-diplomatic official personnel of the United States Mission (i.e., the technical staff of the American Embassy) of equivalent rank in all matters, including but not limited to exemption from national and municipal income taxes, fiscal matters, customs, privileges and exemption from import and other customs taxes and exemption from other local and national license and permit fees.

ARTICLE IV - Host Government Support

A. The GOJ shall furnish the following for the use of FAA personnel without cost to FAA or its employees:

1. All official transportation which is undertaken for the CAD and under the terms of this Agreement. This may be accomplished by use of Government aircraft or by use of commercial air carrier, rail or other ground vehicle transportation systems and will also include local

transportation for official assignments away from their duty stations.

2. The privilege of the use of Government aircraft for properly qualified and licensed FAA pilots as necessary for official CAAG use within Jordan when requested by the CAAG Chief and approved by the DGCA.

3. Entry and exit clearances for employees and their dependents.

4. Assistance, in cooperation with the U.S. Embassy, to insure timely clearing through GOJ customs the household effects and personal property of CAAG members. The GOJ will also assist in locating CAAG household effects and property which may be delayed or lost in transit within Jordan.

5. Necessary administrative support required by the CAAG, including but not limited to suitable office space, furnishings, equipment, supplies, and stenographic and clerical assistance.

B. The DGCA of the GOJ agrees to assume full liability for payment of all GOJ income or other taxes which may be imposed on the salaries and allowances of FAA employees or contract personnel hired by the FAA and specifically assigned under the terms and conditions of this MOA.

C. The GOJ will assist and solicit the participation of all agencies of the GOJ to provide necessary information as required by the CAAG to carry out their Agreement obligations. FAA personnel will have appropriate U.S. Government security clearances to receive and work with classified information and documentation.

D. If for any reason, the GOJ is unable to provide fully the support specified in this Article, or, if the support provided is not equivalent to that prescribed in pertinent FAA/U.S. regulations, the FAA shall obtain and/or provide such support or additional support necessary to accomplish its tasks and will charge the costs for such support to this Agreement.

ARTICLE V - Liability

A. The GOJ agrees that no claim will be brought by the GOJ, its instrumentalities or employees, against the Government of the United States, the Department of Transportation, the Federal Aviation Administration, or any instrumentality, officer or contract employees of the United States, arising out of activities under this Agreement. The GOJ further agrees to defend any suit brought against the United States, the Department of Transportation, the FAA, or any instrumentality or officer of the United States arising out

of work under this Agreement and to hold the Government of the United States, the Department of Transportation, the FAA or any instrumentality or officer of the United States, harmless against any claim for personal injury, death, property damage or other loss arising out of activities under this Agreement.

ARTICLE VI - Financial Provisions

A. Except for local support provided by the host Government in accordance with Article IV, the FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with FAA/U.S. regulations and practices.

B. The GOJ shall reimburse the FAA, in accordance with provisions set forth in annexes made a part of this Agreement, the amount of such costs incurred by FAA, including all costs arising from expiration or termination of the Agreement or related annexes.

C. The CAD identifies the office to which the FAA will render financial statements and consult on related financial matters as:

Director General
Civil Aviation Department
P. O. Box 7547
Amman, Jordan

D. Agreement Number NAT-I-988 has been assigned by FAA to identify this project and should be referred to in all related correspondence.

ARTICLE VII - Annexes to Agreement

A. All services rendered under this Agreement shall be specified in corresponding annexes which when duly signed by the Parties, will become part of this Agreement. The Parties agree that each annex will contain a description of the services to be performed by FAA personnel, the manpower and other resources required to accomplish these tasks, the estimated costs of the tasks and related payments, planned implementation, and duration.

B. Each annex to this Agreement will be identified in the following manner: the number of the Agreement followed by an Arabic numeral. The first annex will be identified as NAT-I-988-1.

ARTICLE VIII - Amendments

This Agreement may be amended by mutual consent of the Parties to provide for expansion of requirements and continuation of the program. Any changes in the services furnished or other provisions of this Agreement or its annexes shall be formalized by an appropriate written amendment which shall outline the nature of the change.

ARTICLE IX - Effective Date and Termination

This Agreement supersedes any previous agreements between the Parties on the subject matter set forth in Article I hereof and is effective June 1, 1980, and shall remain in effect through June 30, 1985. This Agreement or related annexes may be terminated at any time by either Party by providing 60 days notice in writing. Any such termination will allow FAA up to 120 days to close out the CAAG and domestic support program operations and return FAA personnel to their regular FAA duty assignments.

ARTICLE X - Authority

The FAA and the CAD agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

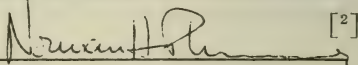
HASHEMITE KINGDOM OF JORDAN
MINISTRY OF TRANSPORT
CIVIL AVIATION DEPARTMENT

By:  ^[1]

Title: Director General, Civil Aviation

Date: 3/5/1980

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By:  ^[2]

Director of International
Title: Aviation Affairs (Acting)

Date: APR 1 1980

¹ Sharif Ghazi R. Nasser.

² Norman H. Plummer.

ASSOCIATION OF SOUTHEAST
ASIAN NATIONS (ASEAN)

Agricultural Development and Planning Center

*Agreement effected by exchange of notes
Dated at Kuala Lumpur June 28, 1980;
Entered into force June 28, 1980.*

*The American Secretary of State to the Association of Southeast
Asian Nations (ASEAN)*

JUNE 28, 1980

EXCELLENCIES:

In consideration of the mutual desire of the United States of America and the Association of Southeast Asian Nations (ASEAN) to pursue under the ASEAN-United States Dialogue the establishment of an ASEAN Agricultural Development and Planning Center to be located in Bangkok, Thailand, I have the honor to state that the United States hereby expresses its intent to support the aforementioned program. The furnishing of such support will be subject to detailed arrangements, and the successful negotiation and execution of a project agreement.

The purpose of the Center will be to strengthen the agricultural development planning capability of ASEAN member nations by increasing the number of trained personnel in the national agricultural planning offices of the ASEAN member countries, to formulate and test agriculture sector models for planning purposes, and to establish the mechanism for joint regional action in considering basic agricultural policy issues.

The United States will provide a Grant to the Government of the Kingdom of Thailand which will receive the funds and administer the project on behalf of ASEAN.

For purposes of implementation of this understanding including entering into detailed agreement with the Government of the Kingdom of Thailand, the Government of the United States shall be represented by the United States Agency for International Development.

Further, this note and the ASEAN reply confirming the foregoing shall be considered as constituting an understanding which will become effective upon notification to the Government of the United States by ASEAN of their acceptance of this understanding, and will remain in force until terminated either by the United States or ASEAN.

Accept, Excellencies, the renewed assurances of my highest consideration.

*Secretary of State of the
United States of America*

The Thai Minister of Foreign Affairs to the American Secretary of State



8014558

Excellency,

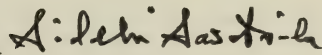
I have the honour to acknowledge receipt of Your Excellency's Note of today's date a copy of which is attached.

I have further the honour to confirm on behalf of ASEAN that this reply and Your Excellency's Note shall be considered as constituting an understanding between ASEAN and the United States which will become effective upon notification to the Government of the United States by ASEAN of their acceptance of this understanding and will remain in force until terminated by either ASEAN or the United States.

For purposes of coordinating the implementation of this Project, ASEAN will be represented by the Director-General, ASEAN-THAILAND in the Ministry of Foreign Affairs of Thailand.

On behalf of ASEAN, I avail myself of this opportunity to extend to Your Excellency the assurances of our highest consideration.

Air Chief Marshal



(Siddhi Savetsila)

Minister of Foreign Affairs of Thailand

Kuala Lumpur
28th June, 1980.

TIAS 9778

GUINEA

Agricultural Commodities

Agreement signed at Conakry May 22, 1980;

Entered into force May 22, 1980.

With memorandum of understanding

Signed at Conakry May 26, 1980.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA
FOR THE SALES OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I^[1] PROGRAM

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed April 21, 1976,^[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1980	11,400	DOLS 5.0
Vegetable Oil	1980	1,400	1.0
Total:			DOLS 6.0

Item II. Payment Terms: Convertible Local Currency Credit (30 Years)

- A. Initial Payment - Five (5) Percent.
- B. Currency Use Payment - None.
- C. Number of Installment Payments - Twenty-Six (26)
- D. Amount of each Installment Payment - Approximately equal annual amount.
- E. Due Date of First Installment Payment - Five (5) years after the date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - Two (2) Percent.
- G. Continuing Interest Rate - Three (3) Percent.

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

² TIAS 8378; 27 UST 3468.

Item III. Usual Marketing Table

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Rice	1980	12,000
Vegetable Oil	1980	1,936

Item IV. Export Limitations:

- A. The Export Limitation Period shall be United States Fiscal Year 1980, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.
- B. Commodities to which Export Limitations apply:
For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for Vegetable Oil -- Vegetable Oils, including Soybean Oil, Peanut Oil, Sesame Oil, Sunflower Oil, Cottonseed Oil, Rapeseed Oil, and any edible oil bearing seeds from which edible oils are produced; for Rice -- Rice in the form of Paddy, Brown or Milled.

Item V. Self-Help Measures:

- A. In implementing these Self-Help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. The Government of the People's Revolutionary Republic of Guinea agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

TIAS 9779

1. Upgrade programs of assistance to small farmers aimed at increasing food crop production, and in particular rice production. As part of this effort, the Government of the People's Revolutionary Republic of Guinea will offer adequate monetary and consumer good incentives to small farmers and will make available at reasonable prices seed, fertilizers, and equipment needed to implement the improved production techniques taught by extension agents.
2. Continue programs of applied agricultural research in food crop production and activities to improve the agricultural extension service by facilitating the dissemination of improved production techniques to the small-scale farmers.
3. Continue programs to improve the marketing of agricultural production by stabilizing prices for inputs and production, by upgrading and expanding marketing facilities and farm-to-market roads, and by supporting appropriate research on the constraints to better marketing in Guinea.
4. Continue programs to improve the processing and distribution of food crops, including the expansion of rice milling and storage facilities at the village level.
5. Continue activities to strengthen the training of mid-level Government officials in agricultural technology, vocational education, and management training in order to increase the number of trained officials assigned to rural development projects.

6. In Collaboration with the Ministry of Agriculture, Water and Forests and FAPAs, other appropriate Government agencies, and national university departments, the Government of the People's Revolutionary Republic of Guinea shall institute a baseline study designed to generate crop reporting, input data, marketing, and rural economic data for domestic agricultural production, especially for domestic production of PL 480 programmed commodities. The USDA, Title XII institutions, consulting firms, or international organizations may be approached for technical assistance as required, through the use of PL 480 generated funds.

Item VI. Economic Development purposes for which Proceeds accruing to Importing Country are to be Used:

- A. The Commodities provided in this Agreement, or the proceeds accruing to the importing country from the sale of such commodities, will be used for development purposes which directly benefit the needy people of the importing country, as described in Item V B above.
- B. The areas of development identified under Item V B above will directly benefit the needy in the following ways:
 - 1. The liberalization of private trade and increased cash payments to farmers will create new incentives to increase production, thereby cutting the rice deficit. These measures will improve both the diet and the purchasing power of the neediest sectors of the Guinean population.
 - 2. Improvements in the processing and distribution of food crops will also help insure that the neediest in food-deficit areas will receive an adequate diet. Nearly-completed road projects have improved the exchange of food grains and consumer goods between urban centers and food-grain areas.

3. Agricultural institutes and research centers are training Guineans at all levels. Graduates of these institutions are now working in each of the 33 regions of Guinea. The continuation of their research efforts and the improvement of extension services will spread modern agriculture, health, and production techniques into rural areas.

4. Trained mid-level officials are managing a new unit of agricultural production, the FAPA (Agro-Pastoral Farm at the Arrondissement level). Initially supplied by the Government with technicians and the necessary machinery, seeds, and fertilizer, FAPA's are designed to become self-supporting rural cooperatives which will add to national agricultural output and sell their production on local, regional, and national markets. They will reinvest their profits in the cooperative itself.

5. The Government of the People's Revolutionary Republic of Conakry, in cooperation with the FAO, has begun a program to train agricultural statisticians and soil scientists as part of an overall effort to expand and improve the statistical base which is used to measure and plan agricultural production. The results of these efforts should prove useful in the identification and design of new AID programs in Guinea.

Item VII. Report on Use of Currency:

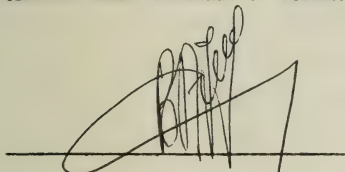
In addition to the report required by Part I, Article II (F) of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI (A). Such reports shall be made by the importing country within six months following the last delivery of commodities in the first calendar

year of the agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale have been used for the project/program specified in Item VI, (A). In case of discrepancies between the English and French texts, the English shall prevail.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

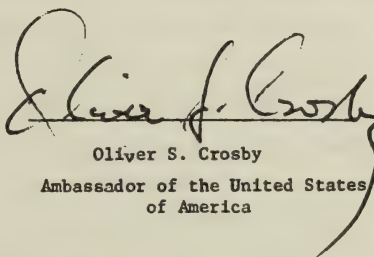
Done at Conakry, in duplicate, this 22nd day of May 1980.

FOR THE GOVERNMENT OF THE PEOPLE'S
REVOLUTIONARY REPUBLIC OF GUINEA

A handwritten signature in dark ink, appearing to read 'Diao Baldé', written over a horizontal line.

S.E.M. Abdoulaye Diao Baldé
Minister of Internal Commerce

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

A handwritten signature in dark ink, appearing to read 'Oliver S. Crosby', written over a horizontal line.

Oliver S. Crosby
Ambassador of the United States
of America

MEMORANDUM OF UNDERSTANDING
RELATING TO THE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA
FISCAL YEAR 1980

In implementation of the Agreement between the Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea for Sales of Agricultural Commodities in Fiscal Year 1980 (hereinafter referred to as the Agreement), the Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea have noted and agreed as follows:

I. Commodities

Previous Agreements for the Sales of Agricultural Commodities were concluded on the following dates: February 2, 1962^[1] (and the amendments thereto of May 3, 1962, and June 29, 1962); May 22, 1963^[2] (and the amendments thereto of November 2, 1963; July 1 and July 11, 1964; and September 18, 1965); June 13, 1964^[3] (and the amendments thereto of October 7, 1964, and December 21, 1964); February 4, 1966;^[4] October 18, 1967;^[5] February 3, 1969; May 6, 1970;^[6] August 8, 1970; March 12, 1971; June 17, 1971 (and the amendments thereto of May 15 and 23, 1972); March 15, 1973, (and the amendments thereto of March 30 and April 11, 1973); May 8, 1974 (and the amendments thereto of May 24, 1974; June 13 and 14, 1974; May 8, 1975);^[7] April 21, 1976^[8] (and the amendments thereto of September 22, 1976; June 15, 1977; December 10, 1977; and May 29, 1979).

Under the terms of these Agreements, the people of the United States of America have extended food assistance to the people of the People's Revolutionary Republic of Guinea for 18 years, from 1962 through 1979, valued at 79.5 million. Wishing to maintain and strengthen the relations between the people of the United States of America and the People's Revolutionary Republic of Guinea, the two Governments have entered into the present Agreement whereby.

¹ TIAS 4948; 13 UST 131.

² TIAS 5394; 14 UST 1003.

³ TIAS 5668; 15 UST 1926.

⁴ TIAS 5966; 17 UST 109.

⁵ TIAS 6381; 18 UST 2887.

⁶ Should read "October 23 and 28, 1969".

⁷ Not an amendment. TIAS 8258; 27 UST 1474.

⁸ TIAS 8378; 27 UST 3467.

The Government of the United States of America as stated in Part I, Article I (A) of the Agreement undertakes to finance the sales of agricultural commodities to the Government of the People's Revolutionary Republic of Guinea on a concessional basis in quantities specified in Part II of the Agreement. Commodities so furnished under the Agreement shall be considered as supplementing Guinean national production in the transitional period to greater national food self-sufficiency.

II. Reporting

A. In order that the two partners may be informed of the status of the program and in order to implement the provisions of the Agreement, the Government of the People's Revolutionary Republic of Guinea acknowledges the following reports which must be submitted to AID by the Government of the People's Revolutionary Republic of Guinea, noting the dates due for each report:

Reporting Schedule

1. Annual

<u>Date Due</u>	<u>Report</u>
January 15	Compliance Report Covering October - December
April 15	Compliance Report Covering January - March
July 15	Compliance Report Covering April - June
October 15	Compliance Report Covering July - September
December 1	Annual Self-Help Report
December 1	Receipt and Expenditures of Proceeds

2. Within six months after delivery of the commodities

Self-Help Report

Upon Completion
of Unloading of
Each Ship

Shipping and Arrival Report

B. The GOG shares the concern that timely reporting be submitted regarding the use of proceeds generated by the sale of PL-480 Title I commodities. As such reporting is a stipulated condition and is essential to the approval of all PL-480 agreements, the GOG and the embassy of the United States will take special measures to ensure that this requirement is satisfactorily met. The GOG will establish procedures for the concurrent assembly of complete and accurate information and statistics regarding the implementation of the 1980 PL-480 Title I agreement and pledges itself to submit timely compliance reports clearly indicating the amount of funds generated, the amounts expended and the purpose in the agreement for which they were expended. The GOG likewise agrees to establish firm procedures for the systematic deposit of payments, including arrearages due the Commodity Credit Corporation. The United States Embassy and the Peoples Revolutionary Republic of Guinea have each designated official responsibility for all compliance and repayment matters falling under the PL-480 program. They are the Secretary of State for International Cooperation for the Peoples Revolutionary Republic of Guinea and the A.I.D. Affairs Officer and or the Economic Commercial Officer of the United States Embassy.

C. The GOG agrees to keep the Embassy of the United States fully informed regarding progress made in the effort to attain self-sufficiency in food production in Guinea. To this end, there will be regular quarterly discussions between the Embassy of the United States and appropriate GOG officials, focusing on steps that may be taken to facilitate implementation of the self-help measures listed in part 2 of the agreement and on early utilization in self-help programs of local currency proceeds generated by the sale of Title I commodities. At the Ambassador's request, he or his designee may with the agreement of the Guinean authorities make on site inspections, to evaluate the nature of measures taken and and progress achieved in this area.

III. Use of Local Currency Proceeds: Self-Help Requirements

A. With regard to the accumulation and use of proceeds from sales of commodities provided under Title I, the Government of the People's Revolutionary Republic of Guinea notes in Part I, Article II (F) of the Agreement the requirements for an accounting of the use of the proceeds accruing under the Agreement and agrees to furnish annual reports which indicate: (1) total amount of proceeds deposited (2) the projects for which the proceeds were used (3) the sites of the projects (4) the amount of proceeds used for each project (5) the total amount of proceeds used on all projects (6) a statement indicating what actions were taken in accordance with the Agreement and the extent to which these efforts have benefited the needy.

B. The Government of the People's Revolutionary Republic of Guinea agrees that it will notify the Embassy via Diplomatic Note when a project deemed to qualify as a "self-help project" within the terms of this agreement is undertaken. The Embassy will be notified and will be given access to the project site. The Government of the People's Revolutionary Republic of Guinea will also inform the Embassy via diplomatic note of the total resources to be expended on such projects as they are begun.

C. The Government of the People's Revolutionary Republic of Guinea agrees to use the proceeds accruing under the Agreement for the purposes outlined in Part II, Items V and VI of the Agreement, entitled Self-Help Measures, and for budget sectors related to those purposes, particularly the development of incentives to farmers for the increase of food crop production and improvements in the processing, distribution and marketing of food crops.

IV. Provisions of the Agreement

A. Financial Terms

1. As set forth in Part II, Item II of the Agreement, financing of the program shall provide for convertible local currency credit terms of 30 years credit including a five year grace period, with interest rates of two percent during the grace period and three percent thereafter.

2. The Government of the People's Revolutionary Republic of Guinea agrees to pay the initial payment specified in Part II of the Agreement. This payment shall be a total of five percent of the purchase price (\$300,000) to be made in United States dollars in accordance with applicable purchase authorization.

B. Identification

In view of the efforts of the Government of the United States of America to assist the Government of the People's Revolutionary Republic of Guinea providing food commodities on a concessional basis in recognition that this assistance has continued for 18 years providing 79.5 million in concessional sales of agricultural commodities; being desirous of promoting increased goodwill between the people of the United States of America and the people of the People's Revolutionary Republic of Guinea; with reference to the Agreement under consideration; and in recognition of Part I, Article III, Item I of the Agreement,

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea agree to undertake a program of identification and publicity of the Agreement including the following:

a. Upon signature of the Agreement both parties will issue a joint communique detailing the signing of the Agreement, including the amounts of commodities to be provided:

b. The text of this communique shall be broadcast over the national radio network of the People's Revolutionary Republic of Guinea, The Voice of the Revolution, not later than one week after the signing of the Agreement;

c. The text of the communique shall be published in HOROYA, the central organ of the Parti-Etat de Guinee not later than three weeks following the signing of the Agreement and shall be accompanied by an

article noting the United States commodity assistance to the People's Revolutionary Republic of Guinea which is provided on the basis of the friendship between the peoples of the People's Revolutionary Republic of Guinea and the United States of America.

d. The text of the communique shall be published in the Bulletin of the Embassy of the United States of America in Conakry accompanied by an article noting the United States commodity assistance to the People's Revolutionary Republic of Guinea which is provided on the basis of the friendship between the peoples of the People's Revolutionary Republic of Guinea and the United States of America.

e. In the issuance of bids for provision of the commodities to be financed under the Agreement, the Government of the People's Revolutionary Republic of Guinea agrees that food commodities shall be marked as being provided on a concessional basis to the people of Guinea by the people of the United States of America. In addition, the Government of the People's Revolutionary Republic of Guinea, insofar as practicable, will insure that such identification is made at the point of sales of the commodities.

f. The Government of the People's Revolutionary Republic of Guinea will announce the arrival of commodities financed under the Agreement on the national radio network and in HOROYA after the final delivery under this agreement.

C. In order to fully implement Items a, b, c, d, e, and f above, the Government of the People's Revolutionary Republic of Guinea agrees to report on a periodic basis on the measures taken to carry out publication of the Agreement. These reports shall be included as part of the quarterly Compliance Reports (Part II (A) of the Memorandum of Understanding) and shall detail the measures taken by the Government to identify the commodities provided under the Agreement as being provided to the people of Guinea by the people of the United States of America.

D. Usual Marketing Requirements (UMR's)

1. The Government of the People's Revolutionary Republic of Guinea notes in Part II, Item III of the Agreement the provision for a Usual Marketing Requirement in fiscal year 1980 of the following:

Rice	12,000 MT
Vegetable Oils	1,936 MT

2. The Usual Marketing Requirement for each commodity represents an average of commercial imports of the People's Revolutionary Republic of Guinea over the past five years. The UMR complies with Section 103 (c) of PL 480 which requires that in negotiating PL 480 Title I Agreements the President of the United States of America shall take reasonable precautions to safeguard usual marketings of the United States and to assure that sales under Title I will not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

Therefore, the Government of the United States of America wishes to point out and the Government of the People's Revolutionary Republic of Guinea acknowledges the following:

a. The UMR for each commodity is presumed to be the minimum quantity that would be imported through normal commercial channels in the absence of a Title I sales agreement and, therefore, must be imported commercially even though the full allotment under Title I is not utilized.

b. Purchases against the UMR's are to be financed by the Government of the People's Revolutionary Republic of Guinea from its own resources (not including AID financing). Imports from the USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, Vietnam and North Korea, commodities imported under PL 480, or grants received from the United States or other sources cannot be counted towards the UMR's.

c. Should the United States Government authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the Agreement, the importing country will be required according to Article III A (1) of the Agreement to maintain the same UMR for the subsequent comparable period. If a UMR different from that established in the Agreement is deemed appropriate, the Agreement may be amended.

3. In view of the Usual Marketing Requirement the Government of the United States of America wishes to inform the Government of the People's Revolutionary Republic of Guinea that short term commercial credit (6 to 36 months) is available through the Commodity Credit Corporation (CCC) Export Credit Sales Program to foreign buyers purchasing U.S. agricultural commodities. This source of financing may be used to purchase the usual marketing requirements. Credit is initially extended by the Foreign Agricultural Service, USDA, to U.S. exporters to help them move a greater volume of sales than they could otherwise be able to do by conventional private financing. A letter of credit is opened in favor of CCC credit and after shipment of a commodity, the U.S. exporter sells the account receivable to the Treasurer of the CCC. In this process the deferred payment benefit and credit obligations are transferred to the foreign buyer.

Financing is limited to the full export value of the commodity (FOB or FAS basis) and payments are due 12 months from the onboard bill of lading date in equal annual payments of principal and accrued interests. If the term of credit is less than one year, then the total is due and payable at the end of the credit period. The key assurance document to CCC financing is the irrevocable letter of credit from either an approved foreign or U.S. bank. A foreign bank letter of credit opened in favor of the Treasurer of CCC must be

confirmed for at least 10 percent of the value by a U.S. bank. The interest rates charged for CCC financing are adjusted periodically to reflect a proper relation to U.S. bank rates, the costs of money to CCC, and credit rates offered by competing foreign suppliers. The Department of Agriculture issues monthly press releases announcing current interest rates and the list of commodities eligible for short-term financing.

As the CCC Export Credit Sales Program services commercial trade requirements and aims only at expanding commodity exports, the cargo requirements of the U.S. cargo preference legislation (PL 664)^[1] do not apply to the resulting exports. Foreign buyers are free to select ocean carriers.

E. Cost and Value

The export market values of commodities shown in Part II of the Agreement represent the total amount for which purchase authorizations may be issued and include the initial payment. The quantities of commodities shown in Part II of the Agreement are approximations based on current estimates of export market prices. It should be understood that changes in market prices may take place after negotiations have begun which will result in an increase or decrease in the quantity of the commodity procurable with the dollar amounts under negotiation.

In view of limitations on overall commodity and PL 480 funding availabilities, the Government of the United States of America wishes to call particular attention of the Government of the People's Revolutionary Republic of Guinea to the Article I (e) of Part I of the Agreement, which provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the quantities and market values indicated in Part II of the Agreement, the quantity to be financed under the agreement will be less than the appropriate maximum quantity set forth in Part II. However, should commodity prices be lower at time of purchase, the Government of the People's Revolutionary Republic of Guinea may purchase up to the maximum export market value.

¹ 68 Stat. 832; 46 U.S.C. § 1241.

Also if supply problems and limitations on PL 480 expenditures arise in FY 1980 it may become necessary to withhold some shipments during the supply period. Such actions can be taken pursuant to Part I, Article III of the Agreement, which is a standard provision included in all Agreements to cover a point required by statute. Although such action does not now appear probable, the Government of the People's Revolutionary Republic of Guinea acknowledges this provision in the event the United States Government is unable to implement fully the amounts provided for in the sales agreement. In all cases, commodities are purchased from private U.S. suppliers and actual prices are agreed upon between buyers and sellers (subject to price review by USDA).

F. Exports

The commodities provided in the Agreement are for the purpose of helping to meet the food requirements of the People's Revolutionary Republic of Guinea and are not for the purpose of permitting an increase in exports of the same or like commodities as defined in the Agreement. Any exports of the same or like commodities, either of indigenous origin or foreign origin accordingly, cannot be permitted unless specifically agreed to by the U.S. This is specifically covered in Part I, Article III A (4) and Part II, Item IV of the Agreement.

G. Violations

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea note that failure to comply with the provisions of Part I, Article II A of the Agreement or failures to comply with any other requirement of the Agreement, could result in withholding issuance of purchase authorizations and would be taken into account in consideration of new PL 480 agreements unless the situation is remedied. If the violation involves prohibited exports, remedy may take form of dollar payment to the U.S. Government to the extent of the value of the violation or the purchase and importation, utilizing the importing country's own resources, on a commercial basis from the United States, an equivalent amount of such excess exports. These additional imports must be over and above the UMR.

H. Purchase Authorizations

The Government of the People's Revolutionary Republic of Guinea notes that purchase authorizations issued under the Agreement will contain requirements that invitations for bids for both commodity and freight must be submitted to FAS/USDA/Washington for review and approval prior to their release to prospective bidders. The primary purpose of this requirement is to enable USDA to insure that invitations do not contain terms or conditions which may be in conflict with Purchase Authorization terms and PL 480 financing regulations. Prior review of invitations will also give USDA specialists opportunity to provide advice and assistance in assuring realistic commodity delivery schedules in order to allow maximum flexibility in matching available shipping to commodity contracts.

V. General Considerations

A. Prior to the signature of the Agreement, the Government of the People's Revolutionary Republic of Guinea informs the Embassy of the United States of America in Conakry of the individuals or agencies in the Government of the People's Revolutionary Republic of Guinea responsible for, and with whom representatives of the United States Government may consult, concerning:

- 1) Commodity arrival and offloading information.
- 2) Marking and identifying of commodities.
- 3) Publicizing arrivals.
- 4) Assurances against resale and transshipment.
- 5) Access to port facilities during delivery.
- 6) Access to warehousing and distribution facilities.
- 7) Compliance with Usual Marketing Requirements and Export Limitations.
- 8) Generation and use of currencies arising from convertible local currency credit sales.

- 9) Carrying out self-help measures.
- 10) Reconciliation of accounts, including principle and interest payments.

B. The Government of the United States of America informs the Government of the People's Revolutionary Republic of Guinea that it will be necessary to designate one or more persons in the United States to consult with representatives of the United States Government to discuss the rules and procedures applicable to procurement, financing, reporting, and ocean transportation, because of the complications involved in connection with the implementation of all the provisions of the Agreement. This consultation must be completed before any purchase authorizations are issued. A designated person in the United States should be authorized to sign all documents relating to the implementation of the Agreement.

C. Furthermore, the Government of the United States of America informs the Government of the People's Revolutionary Republic of Guinea that if it engages the services of an individual or firm as its agent to handle the procurement of the commodities and/or ocean shipping, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of the People's Revolutionary Republic of Guinea and the United States agent must be submitted to USDA for approval. Such approval should be obtained prior to the issuance of the applicable purchase authorizations.

VI. Delivery - Distribution

A. The Government of the People's Revolutionary Republic of Guinea is responsible for the payment of all shipping costs incurred for the delivery of commodities under this Agreement except for the ocean freight differential, which will be paid for by the Government of the United States of America. The ocean freight differential is deemed to be the amount, as determined by the Government

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of the United States of America, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels.

B. In view of the responsibility of the Embassy of the United States in Conakry for execution of the Agreement on the part of the Government of the United States of America, the Government of the People's Revolutionary Republic of Guinea agrees to provide access to the port of Conakry throughout the duration of delivery of commodities under the Agreement, to Embassy personnel charged with operational responsibility for the Agreement (including the Economic/Commercial Officer, the Consul, and the representative of AID).

C. The People's Revolutionary Republic of Guinea agrees to identify receiving and storage points for all PL 480 commodities provided under this Agreement. In addition, special efforts will be taken to insure against the movement of commodities outside of official channels. Should any PL 480 commodities be distributed outside of official channels, the People's Revolutionary Republic of Guinea agrees to identify the commodities and the quantities involved as well as the corrective and punitive measures to be taken against offenders.

D. The Government of the People's Revolutionary Republic of Guinea recognizes the necessity of the expeditious discharging of commodities provided under the Agreement and to this end, per Item VI (B), will formulate a delivery schedule making the most judicious use of port, transport and storage facilities. Discharging of the cargo shall be accomplished as rapidly as possible on a twenty-four hour basis, weather permitting. In addition, special

care shall be taken to insure the integrity of the shipments against any loss.

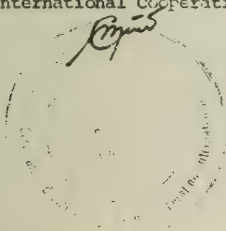
E. The Government of the People's Revolutionary Republic of Guinea agrees to undertake specific measures to assure safety and personal security to U.S. and foreign flag vessels delivering commodities financed under this Agreement.

VII. Conclusion

This Memorandum of Understanding shall enter into force upon signature of the Agreement between the Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea for Sales of Agriculture Commodities. Signed this *26th* day of May 1980.

For the Government of the People's
Revolutionary Republic of
Guinea,

Mamadou Camara
Chef de Cabinet
Secretary of State for
International Cooperation



Walter Sherwin

For the Government of the United
States of America,

Walter Sherwin
AID Affairs Officer

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS
D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE
POPULAIRE REVOLUTIONNAIRE DE GUINEE EN VUE DE LA
VENTE DE PRODUITS AGRICOLES DANS LE CADRE DU PROGRAMME
RELEVANT DU TITRE PREMIER DE LA LOI PUBLIQUE 480

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée sont convenus de la vente de produits agricoles mentionnés ci-dessous. Cet Accord comprendra le Préambule, les Ière et IIIème Parties de l'Accord du 21 avril 1976, et la IIème Partie ci-après:

IIème PARTIE, DISPOSITIONS PARTICULIERES

Point I. Tableau des produits:

<u>Produit</u>	<u>Période d'offre</u> (année budgétaire des Etats-Unis)	<u>Quantité Maximum</u> Approximative (en tonnes métriques)	<u>Valeur Maximum</u> <u>sur le marché</u> <u>d'exportation</u> (en millions de dollars)
Riz	1980	11,400	\$ 5,0
Huile de coton/ Soja	1980	1,400	\$ 1,0
TOTAL			\$ 6

Point II. Modalités de paiement:

Crédit en monnaie locale convertible:

1. Paiement initial -- 5 pour cent
2. Paiement en monnaie locale -- Néant
3. Nombre de versements -- 26 versements
4. Montant de chaque versement -- montants annuels approximativement égaux
5. Date d'échéance du premier versement -- 5 ans après la date de la dernière livraison des produits pour chaque année civile.
6. Taux d'intérêt initial -- 2 pour cent
7. Taux d'intérêt définitif -- 3 pour cent

Point III. Tableau des marchés habituels

<u>Produit</u>	<u>Période d'importation</u> (année budgétaire des Etats-Unis)	<u>Obligations relatives</u> <u>aux marchés habituels</u> (en tonnes métriques)
Riz	1980	12,000
Huiles végétales comestibles et/ou Graines oléagineuses (en équivalence d'huile)	1980	1,936

Point IV. Limitation des exportations

A. La période de limitation des exportations sera l'année budgétaire des Etats-Unis 1980 ou toute année budgétaire des Etats-Unis suivante, au cours de laquelle les produits financés aux termes du présent Accord seront importés ou utilisés.

B. En application de l'Article III A (4), Ière Partie, de l'Accord, les produits qui ne doivent pas être exportés sont: pour le riz -- le riz paddy, brun ou blanchi; et pour le soja/l'huile de coton -- toutes les huiles végétales comestibles, y compris l'huile de soja, l'huile d'arachide, l'huile de sésame, l'huile de tournesol, l'huile de coton, l'huile de colza, et toutes graines oléagineuses comestibles à partir desquelles sont produites les huiles comestibles.

Point V. Mesures d'Auto-assistance

A. Lors de la mise en oeuvre de ces mesures d'auto-assistance, on s'attachera particulièrement à contribuer directement au développement dans les régions rurales pauvres et à permettre au paysans pauvres de prendre part activement à l'accroissement de la production agricole grâce à l'agriculture à petite échelle.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'entreprendre les activités suivantes tout en fournissant des ressources financières, techniques et administratives appropriées pour leur mise en oeuvre.

1. Améliorer les programmes d'assistance aux fermiers de petites exploitations dans le but d'accroître la production vivrière, et particulièrement la production du riz. Dans l'accomplissement de ce but, le Gouvernement de la République Populaire Révolutionnaire de Guinée encouragera les fermiers de petites exploitations en versant des paiements rémunérateurs et en fournissant des biens de consommations adéquats ainsi qu'en rendant disponibles, à des prix abordables, les semences, les engrais et les équipements requis pour l'application des techniques de production améliorée enseignées par les services de vulgarisation.

2. Continuer les programmes de recherches appliquées dans le domaine de la production vivrière et les activités pour améliorer les services de vulgarisation en facilitant la dissémination des techniques de production améliorée aux fermiers de petites exploitations.
3. Continuer les programmes pour améliorer la commercialisation de la production agricole par la stabilisation des prix, des éléments de production et les produits agricoles, par l'amélioration et le développement de l'infrastructure des marchés et des routes secondaires et par l'encouragement de recherches appropriées dans le but d'éliminer les facteurs qui contraignent une meilleure commercialisation en Guinée.
4. Continuer les programmes pour améliorer le traitement et la distribution des récoltes vivrières, y compris le développement de l'infrastructure au niveau des villages dans le but d'améliorer les méthodes de décorticage et de stockage du riz.
5. Continuer les activités pour renforcer la formation des fonctionnaires de cadre moyen dans le domaine de la technologie agricole, de l'instruction professionnelle et de la formation administrative dans le but d'accroître le nombre de fonctionnaires qualifiés désignés aux projets de développement rural.
6. Le Gouvernement de la République Populaire Révolutionnaire de Guinée, en coopération avec le Ministère de l'Agriculture, Eaux et Forêts et FAPA, d'autres agences gouvernementales compétentes et les départements universitaires au niveau national, établira une recherche de base dans le but de produire des rapports sur les récoltes, sur les éléments de production et sur la commercialisation et sur les données économiques rurales pour la production agricole nationale, et particulièrement pour la production nationale des mêmes denrées que celles fournies dans le programme PL 480. Si nécessaire, l'assistance technique de l'USDA, des institutions sous Titre II, des sociétés de consultants et des organisations internationales pourrait être sollicitée, et ce par l'utilisation des fonds générés par le programme PL 480.

Point VI. Objectifs de développement économique auxquels doit être consacré le produit des ventes revenant à la Guinée:

- A. Les denrées fournies dans le présent Accord ou les bénéfices afférents à la Guinée générés par la vente de telles denrées, seront utilisés pour la réalisation des objectifs qui profiteront directement aux peuples nécessiteux du pays importateur, tel que spécifié à l'Article V (B), ci-dessus.
- B. Les secteurs de développement identifiés sous l'Article V (B), ci-dessus, profiteront directement aux nécessiteux des manières suivantes:
 1. L'assouplissement du commerce privé et l'augmentation des paiements en espèces en faveur des fermiers stimuleront davantage à l'accroissement de la production, diminuant ainsi le déficit en riz. Ces moyens amélioreront le régime alimentaire des couches les plus nécessiteuses de la population guinéenne ainsi que leur pouvoir d'achat.
 2. Les améliorations portées au traitement et à la distribution des

des récoltes vivrières aideront également à assurer que les plus nécessiteux, dans les régions souffrant de déficit alimentaire recevront un régime alimentaire convenable. Les projets routiers, devant bientôt se terminer, ont amélioré les moyens d'échange commercial des céréales vivrières et des biens de consommation entre les centres urbains et les régions rurales productives.

3. Les facultés d'agronomie et les centres de recherche dispensent des cours de formation aux Guinéens de tous les niveaux. Ceux qui ont déjà obtenu leurs diplômes de ces institutions travaillent actuellement dans chacune des 33 régions en Guinée. La continuation de leur effort dans le domaine de la recherche et l'amélioration des services de vulgarisation faciliteront la dissémination des techniques modernes d'agriculture, de santé et de production dans les régions rurales.
4. Les fonctionnaires de cadre moyen ont pris actuellement la direction d'une nouvelle unité de production agricole (FAPA) (Ferme Agro-Pastorale d'Arrondissement). Devant bénéficier, au départ, de l'assistance du Gouvernement (fourniture de techniciens, d'équipements nécessaires, de semences et d'engrais), les FAPAs sont désignées à devenir des coopératives rurales auto-suffisantes qui contribueront à l'accroissement de la production nationale, et vendront leur production sur le marché locale régional et national et réinvestiront les profits dans la coopérative même.
5. Le Gouvernement de la République Populaire Révolutionnaire de Guinée en coopération avec la FAO a établi un programme pour former des statisticiens et des pédologues dans le but d'élargir et d'améliorer les connaissances en la base statistique utilisée pour mesurer et planifier la production agricole. Ces efforts devraient s'avérer utiles pour déterminer et planifier d'autres programmes d'assistance en Guinée.

Point VII. Rapport sur l'emploi du produit de vente

En plus de rapport requis par la Ière Partie, Article II (F) du présent Accord, la République Populaire Révolutionnaire de Guinée convient de soumettre des rapports sur les progrès réalisés par l'application des projets/programmes spécifiés à l'Article VI (A). Ces rapports seront préparés par le Gouvernement de Guinée dans les six mois qui suivront la dernière livraison des denrées durant la première année civile de l'Accord et à tous les six mois par après jusqu'à ce que toutes des denrées prévues ci-dessus ou les bénéfices provenant de leur vente soient utilisés pour les projets programmes/spécifiés à l'Article VI (A). En cas de divergences entre le texte anglais et le texte français, le texte anglais prévaudrait.

EN FOI DE QUOI, les représentants soussignés dûment autorisés à cet effet, ont signé le présent Accord.

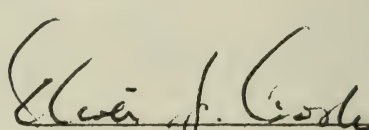
FAIT A CONAKRY, en deux exemplaires, le 22 Mai 1980.

POUR LE GOUVERNEMENT DE LA
REPUBLIQUE POPULAIRE REVOLUTIONNAIRE
DE GUINEE



S.E.M. Abdoulaye Diallo Baldé
Ministre du Commerce Intérieur

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE



Oliver S. Crosby
Ambassador of the United States
of America

MEMORANDUM D'ENTENTE
CONCERNANT L'ACCORD

ENTRE

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET
LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE
REVOLUTIONNAIRE DE GUINEEEN VUE DE LA VENTE DE PRODUITS
AGRICILES
POUR L'ANNEE FISCALE 1980

En exécution de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée en Vue de la Vente de Produits Agricoles pour l'Année Fiscale 1980 (ci-après dénommé l'Accord), le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée ont pris connaissance et convenu ce qui suit:

I - PRODUITS

Les Accords précédents en Vue de la Vente de Produits Agricoles ont été conclus aux dates suivantes: le 2 février 1962 (et les amendements s'y rapportant du 3 mai 1962 et du 29 juin 1962); le 22 mai 1963 (et les amendements du 2 novembre 1963, du 1er et du 11 juillet 1964, et du 18 septembre 1965); le 13 juin 1964 (et les amendements du 7 octobre 1964 et du 21 décembre 1964); le 4 février 1966; le 18 octobre 1967; le 3 février 1969; le 6 mai 1970, le 8 août 1970; le 12 mars 1971; le 17 juin 1971 (et les amendements du 15 et du 23 mai 1972); le 15 mars 1973 (et les amendements du 30 mars et du 11 avril 1973); le 8 mai 1974 (et les amendements du 24 mai 1974, du 13 et du 14 juin 1974 et du 8 mai 1975); le 21 avril 1976 (et les amendements du 22 septembre 1976, du 15 juin 1977, du 10 décembre 1977 et du 29 mai 1979).

Sous les termes de ces Accords, le peuple des Etats-Unis d'Amérique a accordé une assistance alimentaire au peuple de la République Populaire Révolutionnaire de Guinée pendant 17 ans, de 1962 à 1979 inclusivement pour une valeur de 79.5 millions de dollars.

Désirant maintenir et renforcer les relations entre les peuples des Etats-Unis d'Amérique et de la République Populaire Révolutionnaire de Guinée, les deux Gouvernements ont conclu un Accord par lequel le Gouvernement des Etats-Unis, comme arrêté à la Partie I Article I (A) de l'Accord, s'engage à financer la vente de produits agricoles dans les quantités spécifiées dans la Partie II de l'Accord au Gouvernement de la République Populaire Révolutionnaire de Guinée, sur des bases concessionnaires. Les produits fournis suivant l'Accord seront considérés comme un supplément de la production nationale guinéenne pendant une période de transition vers un niveau plus élevé d'auto-suffisance alimentaire nationale.

II. RAPPORTS

A. Dans le but que les deux parties soient informées de l'état du programme et dans le but de mettre en oeuvre les dispositions de l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît devoir soumettre à l'AID les rapports suivants, en tenant compte de la date d'échéance indiquée pour chaque rapport:

Calendrier des Rapports

<u>1. Date d'échéance annuelle</u>	<u>Rapport</u>
15 janvier	Rapport de conformité aux Dispositions de l'Accord pendant la période octobre-décembre
15 avril	Rapport de conformité pendant la période janvier-mars
15 juillet	Rapport de conformité pendant la période avril-juin
15 octobre	Rapport de conformité pendant la période juillet-septembre
1er décembre	Rapport annuel d'Auto-assistance
1er décembre	Rapport sur l'accumulation et la destination des fonds provenant des ventes
2. Dans les six mois qui suivent la livraison des produits	Rapport d'Auto-assistance
Après chaque déchargement	Rapport d'expédition et d'arrivée.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée partage l'intérêt dans la soumission des rapports sur les fonds générés par la vente des denrées fournies sous le Titre I du programme PL 480. Vu que la soumission de tels rapports est une condition stipulée et nécessaire à la ratification de tous les Accords PL 480, le Gouvernement de la République Populaire Révolutionnaire de Guinée et l'Ambassade des Etats-Unis d'Amérique prendront des dispositions particulières dans le but d'assurer que cette condition soit remplie d'une manière satisfaisante. Le Gouvernement de la République Populaire Révolutionnaire de Guinée établira des procédures pour la compilation simultanée de données et de statistiques complètes et précises concernant la mise en application du Titre I de l'Accord PL 480 - 1980, et s'engage à soumettre les rapports de conformité en temps voulu indiquant clairement le montant des fonds générés, les montants dépensés et les objectifs dans l'Accord pour lesquels ils ont été investis.

Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient également d'établir des procédures prioritaires pour le dépôt méthodique des paiements, y compris les arriérés payables au Commodity Credit Corporation. L'Ambassade des Etats-Unis d'Amérique et la République Populaire Révolutionnaire de Guinée ont chacun désigné des fonctionnaires responsables de tous les rapports de conformité et des procédures relatives au remboursement énoncés au programme PL 480. Ils sont le Secrétaire d'Etat Chargé de la Coopération Int. pour la République Populaire Révolutionnaire de Guinée et le Directeur de l'USAID et/ou le Secrétaire de l'Ambassade des Etats-Unis d'Amérique chargé des Affaires Commerciales et Economiques.

C. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient de tenir l'Ambassade des Etats-Unis d'Amérique entièrement au courant du progrès réalisé dans l'effort visant à atteindre une autosuffisance en production vivrière en Guinée. A cet effet, des entretiens trimestriels auront régulièrement lieu entre l'Ambassade des Etats-Unis d'Amérique et les officiers compétents du Gouvernement de la République Populaire Révolutionnaire de Guinée et seront axés sur des mesures qui pourraient être prises facilitant l'application des mesures d'auto-assistance cités dans la Partie II de l'Accord et sur l'utilisation anticipée des bénéfices en monnaie nationale provenant de la vente des denrées cités sous Titre I pour les programmes d'auto-assistance. Suite à la demande de l'Ambassadeur, son représentant ou lui-même en accord avec la partie Guinéenne sera autorisé d'effectuer des visites sur le terrain dans le but d'évaluer la nature des mesures prises et le progrès réalisé dans le domaine d'auto-assistance.

III. DESTINATION DES FONDS EN MONNAIE LOCALE: AUTO-ASSISTANCE

A. En ce qui concerne l'accumulation et la destination des Fonds provenant de la vente des produits fournis sous le Titre I, le Gouvernement de la République Populaire Révolutionnaire de Guinée prend note dans l'article II (F) de l'Accord des exigences pour une comptabilité de la destination des fonds provenant de l'Accord et convient de fournir un rapport annuel qui indique (1) le montant total accumulé des recettes déposées, (2) les projets pour lesquels les recettes ont été utilisées, (3) le site des projets, (4) le montant des recettes de la vente des produits utilisés pour chaque projet, (5) le montant total des recettes utilisées pour chaque projet, (6) un rapport indiquant les actions entreprises en conformité avec l'Accord et la mesure dans laquelle ces efforts ont profité aux nécessiteux.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient qu'il avisera l'Ambassade par note diplomatique lorsqu'un projet, estimé avoir qualité de "projet d'auto-assistance suivant les termes de cet accord, sera entrepris. L'Ambassade en sera avisée et se verra donner accès au site du Projet. Le Gouvernement de la République Populaire Révolutionnaire de Guinée informera également l'Ambassade par note diplomatique du total des ressources devant être consacrées à ces projets à leur début.

C. Le Gouvernement de la République Populaire Révolutionnaire de Guinée s'engage à destiner les fonds provenant de l'Accord aux buts soulignés dans la Partie II, Points V et VI "Mesures d'Auto-assistance", et pour les secteurs budgétaires se rapportant à ces buts, spécialement le développement des encouragements aux fermiers pour l'accroissement de la production agricole et l'amélioration des traitements, stockage, et commercialisation des récoltes vivrières.

IV. DISPOSITIONS DE L'ACCORD

A. Modalités financières.

1. Comme établi dans la Partie II, Point II de l'Accord, le financement du programme requerra des modalités de crédit pendant 30 ans en monnaie locale convertible, y compris un délai initial de 5 ans, avec des taux d'intérêt de deux pour cent pendant le délai et de trois pour cent après.

2. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'effectuer le paiement initial spécifié dans la Partie II de l'Accord. Ce paiement qui équivaudra à cinq pour cent du prix d'achat (\$ 300,000) devra être fait en dollars des Etats-Unis suivant l'autorisation d'achat afférente.

B. Identification.

En considérant les efforts du Gouvernement des Etats-Unis d'Amérique pour assister le Gouvernement de la République Populaire Révolutionnaire de Guinée en lui fournissant les produits alimentaires suivant des bases concessionnaires; en reconnaissant que cette assistance s'est maintenue pendant dix-sept années en fournissant 73.5 millions de dollars de ventes concessionnaires de produits agricoles; désirant promouvoir l'amitié entre le peuple des Etats-Unis d'Amérique et le peuple de la République Populaire Révolutionnaire de Guinée; en se référant à l'Accord ici considéré; et en tenant compte de la Partie I, Article III Point I de l'Accord, le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée conviennent d'entreprendre un programme d'identification et de publicité de l'Accord qui comprend ce qui suit:

- a) Après la signature de l'Accord, les deux parties publieront un communiqué conjoint détaillant la signature de l'Accord en indiquant les quantités de produits à fournir;
- b) Le texte du communiqué sera lu à la radio nationale de la République Populaire Révolutionnaire de Guinée, la Voix de la Révolution, dans un délai maximum d'une semaine après la signature de l'Accord;
- c) Le texte du communiqué sera publié dans HOROYA, l'Organe Central du Parti-Etat de Guinée, dans un délai maximum de trois semaines après la signature de l'Accord et sera accompagné d'un article indiquant l'assistance alimentaire des Etats-Unis à la République Populaire Révolutionnaire de Guinée fournie sur la base de l'amitié entre les peuples de la République Populaire Révolutionnaire de Guinée et des Etats-Unis d'Amérique.
- d) Le texte du communiqué sera publié dans le bulletin de l'Ambassade des Etats-Unis d'Amérique à Conakry accompagné d'un article indiquant l'assistance alimentaire des Etats-Unis à la République Populaire Révolutionnaire de Guinée, assistance fournie sur la base de l'amitié entre les peuples de la République Populaire Révolutionnaire de Guinée et des Etats-Unis d'Amérique.
- e) En lançant les appels d'offre pour fournir les produits financés sous l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée convient qu'il soit marqué sur les produits qu'ils sont fournis sur des bases concessionnaires au peuple de Guinée par le peuple des Etats-Unis d'Amérique. En outre, le Gouvernement de la République Populaire Révolutionnaire de Guinée, dans la mesure du possible, assurera qu'une telle identification sera faite aux points de vente des produits.
- f) Le Gouvernement de la République Populaire Révolutionnaire de Guinée annoncera l'arrivée des produits financés sous l'Accord à la radio nationale et dans HOROYA, après la dernière livraison sous l'Accord.

C. Afin d'exécuter pleinement les points a, b, c, d, e, et f ci-dessus, le Gouvernement de la République Populaire Révolutionnaire de Guinée convient de rendre compte périodiquement des mesures prises pour mettre en oeuvre la publication de l'Accord. Ces rapports feront partie des Rapports de Conformité trimestriels (Partie II, (A) du Memorandum d'Entente) et détailleront les mesures prises par le Gouvernement de la République Populaire Révolutionnaire de Guinée pour indiquer que les produits fournis sous l'Accord sont fournis au peuple de Guinée par le peuple des Etats-Unis d'Amérique.

D. OBLIGATIONS RELATIVES AU MARCHÉ HABITUEL (UMR)

1. Le Gouvernement de la République Populaire Révolutionnaire de Guinée note dans la Partie II, Point III de l'Accord la stipulation pour les Obligations Relatives au Marché Habituel (UMR) suivantes pour l'année fiscale 1980:

Riz	12,000 TM
Huile végétale	1,936 TM

2. L'Obligation Relative au Marché Habituel pour chaque produit représente la moyenne des importations commerciales de la République Populaire Révolutionnaire de Guinée pendant les cinq dernières années. L'UMR satisfait la Section 103 (c) de la PL 480 qui exige qu'en négociant les accords du Titre I de la PL 480, le Président des Etats-Unis d'Amérique prenne des précautions raisonnables pour sauvegarder les marchés habituels des Etats-Unis et pour assurer que les ventes du Titre I ne brisent pas à tort les prix mondiaux des produits agricoles ou les normes de commerce avec les pays amis.

Par conséquent, le Gouvernement des Etats-Unis d'Amérique désire souligner, et le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît ce qui suit:

a) L'UMR pour chaque produit est présumée être la quantité minimum qui serait importée à travers les canaux de commercialisation, dans l'absence de l'accord des ventes sous le Titre I, et par conséquent doit être importés commercialement, même si l'attribution totale sous le Titre I n'est pas utilisée.

b) Les achats répondant aux UMR doivent être financés par le Gouvernement de la République Populaire Révolutionnaire de Guinée avec ses propres ressources (sans inclure le financement de l'AID). Les importations de l'URSS, la République Populaire de Chine, l'Europe de l'Est (sauf la Pologne et la Yougoslavie), Cuba, le Vietnam, et la Corée du Nord, les produits importés sous la PL 480, ou les subventions seques des Etats-Unis ou d'autres sources ne peuvent satisfaire les UMR.

c) Si le Gouvernement des Etats-Unis autorise et finance la livraison des produits du Titre I au delà de la période d'approvisionnement spécifiée dans la Partie II de l'Accord, le pays importateur sera tenu suivant l'Article III A (1) de l'Accord, de maintenir les mêmes UMR pour la période subséquente comparable, Si une obligation différente de celle établie dans l'Accord est jugée appropriée, l'Accord sera amendé.

3. Suivant les Obligations Relatives au Marché Habituel, le Gouvernement des Etats-Unis d'Amérique désire informer le Gouvernement de la République Populaire Révolutionnaire de Guinée que le crédit commercial à court terme (6 à 36 mois) est disponible à travers le programme de crédit pour la vente d'exportation du Commodity Credit Corporation (CCC), pour les acheteurs étrangers de produits agricoles américains, Cette source de financement peut être utilisée pour acheter les Obligations Relatives au Marché Habituel. Le Crédit est ouvert d'abord par le Service Agricole Etranger du Département d'Agriculture des Etats-Unis

(USDA), aux exportateurs américains pour les aider à commercialiser un plus grand volume de ventes de ce qu'ils pourraient faire autrement avec un financement privé habituel. Une lettre de crédit est ouverte en faveur du crédit CCC et après livraison du produit l'exportateur américain vend la dette active au Trésorier du CCC. Par ces procédures, l'avantage du paiement différé et les obligations du crédit sont transférés à l'acheteur étranger.

Le financement est limité à la valeur totale de l'exportation du produit (FOB ou FAS) et les paiements, qui commencent 12 mois après la date du connaissance du chargement, s'effectueront par des annuités égales du principal et de l'intérêt accumulé. Si la période de crédit est inférieure à une année, le total est dû et payable à la fin de la période de crédit. Le document principal de l'assurance pour le crédit du CCC est la lettre irrévocable de crédit d'une banque agréée étrangère ou des Etats-Unis. Une lettre de crédit d'une banque étrangère ouverte en faveur du Trésorier du CCC doit être confirmée pour au moins dix pour cent de sa valeur par une banque américaine.

Les taux d'intérêt fixés pour le financement du CCC sont périodiquement mis à jour pour refléter le rapport correct avec le taux des banques américaines, le prix de l'argent au CCC, et les taux de crédit offerts par des fournisseurs concurrents étrangers. Le Département d'Agriculture publie mensuellement des communiqués de presse indiquant les taux d'intérêt actuels et la liste de produits admissibles pour le financement à court terme.

Comme le programme de crédit pour les ventes d'exportation du CCC facilite les besoins d'échanges commerciaux et vise seulement à étendre les exportations des produits, les exigences pour le transport de la législation de préférence pour les armateurs américains (PL 664) ne s'appliquent pas aux exportations qui en découlent. Les acheteurs étrangers sont libres de choisir les transporteurs maritimes.

E. PRIX ET VALEURS

Les valeurs sur le marché d'exportation des produits mentionnés dans la Partie II de l'Accord représentent la somme totale pour laquelle les autorisations d'achat peuvent être délivrées et comprennent le paiement initial. Les quantités de produits indiqués dans la Partie II de l'Accord sont des approximations faites suivant les estimations actuelles du marché d'exportation. Il est entendu que des changements dans les prix du marché peuvent avoir lieu après le début des négociations et peuvent entraîner une augmentation ou une diminution dans la quantité du produit qui peut être acquis avec les sommes en dollars sous négociation.

En tenant compte des limitations pour les disponibilités financières de la PL 480 et les produits en général, le Gouvernement des Etats-Unis d'Amérique désire attirer l'attention du Gouvernement de la République Populaire Révolutionnaire de Guinée sur l'Article I (e) de la Partie I de l'Accord qui stipule que la valeur sur le marché d'exportation spécifiée dans la Partie II ne peut être dépassée. Ceci veut dire que, si les prix des produits dépassent ceux qui ont été employés pour déterminer les quantités et les valeurs sur le marché qui sont indiquées dans la Partie II de l'Accord, la quantité à être financée sous l'Accord sera inférieure à la quantité maximum appropriée établie dans la Partie II. Cependant, si au moment de l'achat, les prix des produits diminuent, le Gouvernement de la République Populaire Révolutionnaire de Guinée pourra acheter jusqu'à concurrence du cours maximum sur le marché d'exportation.

De la même façon, si des problèmes d'approvisionnement et des limitations sur les dépenses de la PL 480 surgissent au cours de l'année fiscale 1980, il s'avérera nécessaire de retenir des livraisons pendant la période d'approvisionnement. De telles actions peuvent être engagées suivant la Partie I, Article III de l'Accord, qui relate les dispositions habituelles comprises dans tout Accord afin de se conformer aux exigences de règlement. Bien qu'une telle action ne soit pas probable, le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît cette disposition dans le cas où le Gouvernement des Etats-Unis ne soit pas en mesure d'employer les sommes totales prévues dans l'Accord de ventes. Dans tous les cas, les produits sont achetés aux fournisseurs privés américains et les prix véritables seront convenus entre les acheteurs et les vendeurs (sous réserve d'une vérification du prix par USDA).

F. EXPORTATIONS

Les produits fournis sous l'Accord ont comme but d'aider la République Populaire Révolutionnaire de Guinée à remplir ses exigences alimentaires et non le but de permettre une augmentation des exportations des mêmes produits ou des produits semblables comme définis par l'Accord. Toute exportation de produits semblables ou identiques, d'origine locale ou étrangère, suivant ces termes, ne sera pas permise à moins qu'elle soit spécialement accordée par les Etats-Unis. Ceci est spécialement stipulé dans la Partie I, Article III A (4) et la Partie II, Point IV de l'Accord.

G. VIOLATIONS

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée remarquent qu'un manque de conformité avec les dispositions de la Partie I, Article III (A) de l'Accord, ou le manque de conformité avec toute autre exigence de l'Accord pourrait entraîner la rétroaction des autorisations d'achat et serait pris en considération dans l'examen de nouveaux accords sous la PL 480 à moins qu'on ne porte remède à la situation. Si la violation se rapporte à des exportations interdites, le remède peut être un paiement en dollars au Gouvernement des Etats-Unis pour la valeur totale de la violation, ou l'achat et l'importation commerciale des Etats-Unis en utilisant les propres ressources du pays importateur d'une quantité équivalente à cet excédent d'exportation. Ces importations supplémentaires ne seront pas comprises dans les UMR.

H. AUTORISATIONS D'ACHAT

Le Gouvernement de la République Populaire Révolutionnaire de Guinée prend note que les Autorisations d'Achat émises sous l'Accord inclueront des exigences pour que les appels d'offre pour les produits et l'affrètement soient soumis au Foreign Agricultural Service, United States Department of Agriculture, Washington pour être relus et approuvés avant d'être délivrés aux offrants s'y intéressant. Le but principal de cette exigence est de permettre à l'USDA d'assurer que les appels n'incluent pas de termes ou conditions qui contredisent les termes de l'Autorisation d'Achat et les règlements financiers de la PL 480. Une vérification préalable des appels donnera aux spécialistes de l'USDA l'opportunité de fournir un conseil et une assistance pour assurer un calendrier raisonnable pour la livraison des produits, afin de permettre un maximum de flexibilité pour harmoniser les contrats pour les produits et leur livraison.

V. CONSIDERATIONS GENERALES

A. Avant la signature de l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée a informé l'Ambassade des Etats-Unis d'Amérique à Conakry des personnes ou agences du Gouvernement de la République Populaire Révolutionnaire de Guinée avec lesquelles les représentants du Gouvernement des Etats-Unis peuvent s'entretenir des points suivants dont elles seront chargées:

- 1) Les renseignements de l'arrivée et du déchargement des produits
- 2) Marquage et identification des produits
- 3) La publicité des arrivées
- 4) Les garanties de non-revente et non-transbordement
- 5) Accès aux installations du port pendant la livraison
- 6) Accès aux entrepôts et aux installations de distribution
- 7) La conformité aux Obligations Relatives au Marché Habituel (UMR) et aux limitations d'exportations
- 8) L'accumulation et la destination de fonds provenant des ventes suivant le crédit en monnaie locale convertible
- 9) L'accomplissement des mesures d'auto-assistance
- 10) La concordance des comptes, y compris les paiements du principal et de l'intérêt.

B. Le Gouvernement des Etats-Unis d'Amérique informe le Gouvernement de la République Populaire Révolutionnaire de Guinée qu'il sera nécessaire de désigner une personne, ou plus, aux Etats-Unis, pour consulter les représentants du Gouvernement des Etats-Unis au sujets des règlements et procédures qui s'appliquent à l'achat, au financement, aux informations, et au transport maritime, en raison des difficultés qui peuvent surgir pendant l'exécution de toutes les dispositions de l'Accord. Ces consultations doivent être achevées avant l'émission de toute autorisation d'achat. Une personne désignée aux Etats-Unis devrait être autorisée à signer tous les documents pour la mise en oeuvre de l'Accord.

C. En outre, le Gouvernement des Etats-Unis informe le Gouvernement de la République Populaire Révolutionnaire de Guinée que s'il contracte les services d'un individu ou d'une firme en tant que son agent, pour effectuer l'achat des produits et (ou) le transport maritime, cet agent doit être approuvé par le Département d'Agriculture des Etats-Unis. Une copie de l'Accord écrit entre le Gouvernement de Guinée et l'agent des Etats-Unis doit être soumise à l'USDA pour approbation. Cette approbation doit être obtenue avant l'émission des Autorisations d'Achat concernées.

VI. LIBRAISON ET DISTRIBUTION

A. Le Gouvernement de la République Populaire Révolutionnaire de Guinée est chargé d'effectuer les paiements concernant tous les frais relatifs au transport maritime afférents à la livraison des produits faisant l'objet de cet accord, à l'exception du montant différentiel du fret maritime qui sera payé par le Gouvernement des Etats-Unis d'Amérique. Le montant différentiel représente l'excédent -- tel que déterminé par les Etats-Unis d'Amérique -- du coût du transport maritime (au dessus des tarifs habituels applicables aux autres navires) dû à l'obligation de transporter les produits à bord de navires battant pavillon des Etats-Unis.

B. En tenant compte de la responsabilité de l'Ambassade des Etats-Unis à Conakry, agissant pour le Gouvernement des Etats-Unis d'Amérique, en vue de la mise en oeuvre de l'Accord, le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'assurer l'accès au port de Conakry, pendant la durée de la livraison des produits sous l'Accord, au personnel de l'Ambassade chargé de la responsabilité opérationnelle pour l'Accord (y compris l'Attaché Economique et Commercial, le Consul, et le représentant de l'AID).

C. La République Populaire Révolutionnaire de Guinée convient d'identifier les points de réception et d'emménagement pour toutes les denrées PL 480 procurées sous cet Accord. En plus, des efforts particuliers seront faits pour empêcher le mouvement des denrées hors des voies officielles. Au cas où des denrées PL 480 seraient distribuées hors des voies officielles, la République Populaire Révolutionnaire de Guinée convient de spécifier les denrées ainsi que leur quantité et de prendre des mesures correctives et punitives contre les coupables.

D. Le Gouvernement de la République Populaire Révolutionnaire de Guinée reconnaît la besoin d'un déchargement expéditif des produits fournis sous l'Accord et à cette fin, comme stipulé au point V (B) ci-dessus, formulera un calendrier de livraison pour tirer le profit le plus avantageux de l'utilisation du port, du transport, et de l'emménagement. Le déchargement devra être effectué aussi vite que possible et si les conditions climatiques le permettent, en travaillant 24 heures sur 24. En outre, une attention spéciale sera portée sur les déchargements afin d'assurer leur intégrité contre toute perte.

E. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient de prendre des mesures spécifiques pour assurer la protection et la sécurité personnelle des navires battant pavillon des Etats-Unis et étranger livrant les produits financés sous cet Accord.

VII. CONCLUSION

Ce Mémorandum d'Entente entrera en vigueur après la signature de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée en Vue de la Vente de Produits Agricoles.

Signé à Conakry, République Populaire Révolutionnaire de Guinée, le

26 mai 1980.

Pour le Gouvernement de la
République Populaire Révolutionnaire
de Guinée,

Mamadou Camara
Chef de Cabinet
Secrétaire d'Etat Chargé de la
Coopération Internationale



Walter Sherwin

Pour le Gouvernement des Etats-Unis
d'Amérique,

Walter Sherwin
Directeur de l'USAID
Ambassade des Etats-Unis

ALGERIA

Criminal Investigations

***Agreement effected by exchange of letters
Signed at Washington May 22, 1980;
Entered into force May 22, 1980.***

*The Assistant Attorney General, Criminal Division, to the Algerian
Secretary General, Ministry of Justice*

UNITED STATES DEPARTMENT OF JUSTICE
ASSISTANT ATTORNEY GENERAL
CRIMINAL DIVISION
WASHINGTON, D.C. 20530

MAY 22, 1980

Mohammed S. Mohammadi
*Secretary General
Ministry of Justice
Algerian Democratic and
Popular Republic*

MR. MOHAMMEDI:

I am in receipt of your letter of this date requesting the assistance of the United States Department of Justice in your investigation of the activities in Algeria of International Systems and Controls Corporation and International Telephone & Telegraph Company, their affiliates and subsidiaries. I have the honor of acceding to your request, and request similar assistance from your ministry, under the following conditions governing mutual cooperation between our two agencies.

It is understood that on request we shall use our best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence or other materials, available to each of us concerning alleged illicit acts pertaining to the activities in Algeria of International Systems and Controls Corporation and International Telephone & Telegraph Company, their subsidiaries and affiliates.

On request, we will provide each other with information for use in legal proceedings and will use our best efforts to furnish the information in a form admissible under the rules of evidence of the requesting state, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

It is understood that we will give each other advance notice, and afford each other an opportunity for consultation, if requested, prior to the use in public legal proceedings, of the information we make available to each other.

On request, we will render assistance to each other, in accordance with the practice and procedure of our respective states, such as locating witnesses, interviewing witnesses, taking testimony or statements, or obtaining documents or other materials. It is understood that representatives of the requesting state may participate in the execution of any request if the competent authority of the requested state consents. Neither state shall be obligated as part of such assistance to immunize any person from prosecution.

We will use our best efforts to assist each other in the expeditious execution of letters rogatory issued by judicial authorities in connection with any ensuing legal proceedings resulting from our respective investigations.

It is understood that all assistance will be performed subject to the limitations imposed by our respective domestic laws. Moreover, any requested assistance may be postponed, denied, or made subject to conditions to be agreed upon, if it would interfere with an ongoing investigation or legal proceeding in the requested state. However, both of us will be free to use for any purpose information which we obtain independently.

It is understood that all assistance will be solely for the benefit of our respective agencies having law enforcement responsibilities. Access by other law enforcement agencies to information which we provide to each other will be subject to the terms of our letter exchanged today. Our exchange of letters is not intended to benefit third parties or to affect the admissibility of evidence under the laws of either Algeria or the United States.

It is understood that any information exchanged between us will be held confidentially, to be used exclusively for investigation by law enforcement agencies and in criminal, civil, and administrative proceedings to which they are a party.

I share your views that the fight against corruption can only be successful through the mutual cooperation of the law enforcement agencies of the affected countries. I believe that the letters we exchange today governing the assistance we will provide each other in our re-

spective investigations of International Systems and Controls Corporation and International Telephone & Telegraph Company, their subsidiaries and affiliates, will greatly further that effort.

Please accept the assurances of my highest consideration.

Very truly yours,

PHILIP B. HEYMANN

Philip B. Heymann
Assistant Attorney General
Criminal Division

*The Algerian Secretary General, Ministry of Justice, to the Assistant
Attorney General, Criminal Division*

REPUBLIQUE ALGERIENNE
DEMOCRATIQUE ET POPULAIRE

MINISTERE DE LA JUSTICE
SECRETARIAT GENERAL

Washington, le 22 mai 1980

A Monsieur Philipp B. Heymann
Assistant Attorney General
Criminal Division.

Me référant aux entretiens que nous avons eus les 19, 20 et 21 Mai 1980 à Washington, tant au siège de la Securities and Exchange Commission qu'au Département de la Justice, j'ai l'honneur de demander l'assistance du Département de la Justice à l'effet de nous transmettre l'ensemble des informations et documents de toutes sortes à sa disposition et liés aux enquêtes portant sur les activités en Algérie des sociétés I.S.C. et I.T.T., Sociétés-mères, filiales, et affiliées.

Il est entendu, comme vous l'avez souhaité, que lesdites informations seront tenues confidentielles et qu'elles seront utilisées exclusivement dans le cadre d'enquêtes et instructions menées par des organismes dotés de prérogatives officielles d'exécution de la loi et dans le cadre d'actions à caractère pénal, civil et administratif.

Par ailleurs, je tiens à vous assurer de la volonté de mon Département de déployer, dans le cadre de la lutte que nous menons contre la corruption sous toutes ses formes, ses meilleurs efforts en vue de promouvoir une coopération mutuellement avantageuse, sur la base du respect des lois en vigueur dans nos deux pays et en toute compatibilité avec les termes mêmes de votre lettre de ce jour, dont j'ai l'honneur, ici, de vous accuser réception.

Veuillez agréer, Monsieur, l'expression de ma haute considération.

Le Secrétaire Général,

Mohammed S. MOHAMMEDI.

TRANSLATION

Democratic and Popular Republic of Algeria

Ministry of Justice
General Secretariat

Washington, 1980

Mr. Philip B. Heymann
Assistant Attorney General
Criminal Division
United States Department of
Justice
Washington, D.C.

Dear Mr. Heymann:

With reference to our conversations in Washington on May 19, 20, and 21, 1980, both at the Securities and Exchange Commission and the Department of Justice, I have the honor to request the assistance of the Department of Justice in the transmittal to us of all types of information and documents available to it relating to investigations into activities in Algeria of International Systems and Control Corporation, International Telephone & Telegraph, their subsidiaries and affiliates.

It is understood that, in accordance with your request, said information will be held in confidence and will be used exclusively in connection with investigations and proceedings conducted by official law enforcement agencies in conjunction with criminal, civil, and administrative actions.

I also wish to assure you of the willingness of my Department to make every effort in our struggle against corruption in all its forms to foster mutually beneficial cooperation, based on respect for the laws in force in our two countries and in full accordance with the terms of your letter dated today, receipt of which I hereby acknowledge.

Please accept assurances of my highest consideration.

Sincerely yours,

Mohammed S. Mohammedi

Mohammed S. Mohammedi
Secretary General

AUSTRALIA

Tracking Stations

*Agreement effected by exchange of notes
Dated at Canberra May 29, 1980;
Entered into force May 29, 1980;
Effective February 26, 1980.*

The American Embassy to the Australian Department of Foreign Affairs

Note No. 60

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs, and has the honor to refer to the cooperative program facilitating space flight operations implemented in accordance with agreements between the Government of the United States of America and the Government of Australia and, in particular, to an Agreement concerning space vehicle tracking and communications facilities, effected by an Exchange of Notes dated March 25, 1970, as amended by an Exchange of Notes dated March 3, 1978 and June 27, 1978.^[1] In view of the mutual benefits to be derived from this cooperative program, the Government of the United States has the honor to propose that it be continued in accordance with the following principles and procedures:

1. The program shall continue to be conducted by cooperating agencies of each Government. Until the Government concerned gives notice to the other Government designating another cooperating agency, the cooperating agency on the part of the United States Government shall be the National Aeronautics and Space Administration, and on the part of the Australian Government shall be the Department of Science and the Environment.

2. (1) The following facilities are presently located in Australia for the program and shall continue to

¹ TIAS 6866, 9270; 21 UST 1097; 30 UST 1634.

be operated and maintained under existing arrangements until amended or changed by the two cooperating agencies:

- (a) Tidbinbilla Deep Space Communication Complex, Tidbinbilla, Australian Capital Territory;
 - (b) Honeysuckle Creek Tracking Station, Honeysuckle Creek, Australian Capital Territory;
 - (c) Orroral Valley Tracking Station, Orroral Valley, Australian Capital Territory;
 - (d) Mobile Laser Ranging Facility, presently located at Yarragadee, Western Australia and which may be located at such other sites as are mutually acceptable to the cooperating agencies;
- (2) The foregoing list of facilities may be amended from time to time by agreement of the two Governments.
- (3) The provisions of this Agreement shall hereafter apply to the facilities provided or to be provided under the program and to such other activities under the program as may be agreed by the two Governments.

3. In connection with facilities provided or to be provided under the program, the cooperating agencies are authorized to conclude further arrangements consistent with the provisions of this Agreement regarding the duration of the use of the facilities, the responsibility for and financing of the construction, installation and

equipping of the facilities, and other details relating to the establishment or operation of the facilities. Common support facilities to stations, including communications networks, may be established as the cooperating agencies consider necessary.

4. Each cooperating agency shall provide to the other, from the data acquired through the operation of the facilities, such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. The facilities established may, unless otherwise arranged between the cooperating agencies, be used for independent scientific activities sponsored by the Australian Government, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Australian Government or by the organization concerned.

6. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by or acquired in Australia by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Australia at its own expense and free from export duties or similar charges, upon the termination of this Agreement or upon reasonable notice to the Australian Government. Such property shall not be disposed of within Australia except in accordance

with the Agreement between the two Governments concerning the disposal of U.S. Government excess property in Australia effected by an Exchange of Notes dated November 9, 1973,^[1] or in the event that that Agreement should terminate, under conditions acceptable to both Governments.

7. (1) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the United States Government or the cooperating agency in connection with the activities provided for in this Agreement.
(2) The effects for the personal and household use of such persons entering Australia for the purposes of the activities under this Agreement shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.
8. (1) United States personnel sent to Australia by the United States cooperating agency for the purposes of activities under this Agreement shall be free from Australian income tax in respect of:
 - (a) The remuneration for services rendered in Australia for the purposes of the activities; and
 - (b) Income derived from sources outside Australia while engaged in Australia for the purposes of the activities.

¹ TIAS 7750; 24 UST 2280.

(2) Such personnel shall also be free from Australian death and gift duties which, because of their presence in Australia for the purposes of activities under this Agreement, may otherwise become payable in respect of property situated outside Australia as a result of the happening of an event while such personnel are in Australia.

(3) For the purposes of the provisions relating to taxation, 'United States personnel' means civilian citizens of the United States of America not ordinarily resident in Australia and who are employees of the United States Government or the cooperating agency. All other persons engaged or employed for the purposes of the activities under this Agreement shall be subject to applicable Australian taxation laws.

9. (1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with activities under this Agreement. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in such activities and which it is certified at the time of entry is or is intended to be the property of the United States Government.

(2) Exemption from sales tax shall be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(3) The United States Government shall be entitled to receive from the Australian Government the amount of any duties, taxes or like charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been purchased by or on behalf of the United States Government in connection with activities under this Agreement for the establishment, maintenance, or operation of the facilities, or which having been brought from the United States expressly for use in such connection have been exclusively so used and have been exported from Australia.

10. The United States Government agrees to utilize to the maximum extent practicable Australian resources in activities under this Agreement.

11. Activities under this Agreement shall be carried out by Australian personnel, except to the extent otherwise

arranged between the cooperating agencies.

12. (1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the activities under this Agreement, in accordance with arrangements to be made between the cooperating agencies.

(2) The operation of radio transmitting and receiving equipment at the stations shall comply with the requirements of the relevant Australian authorities, in accordance with arrangements to be made between the cooperating agencies.

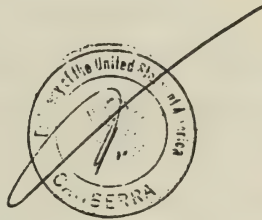
(3) The Australian Government shall take all reasonable steps to protect the radio receiving facilities of the stations from harmful radio frequency interference from sources outside the stations.

13. The program of cooperation set forth in this Agreement shall, subject to the availability of funds, remain in force until February 26, 1990, and may be further extended by agreement of the two Governments.

14. Upon the entry into force of the Agreement as provided below it shall supersede the Agreement dated March 25, 1970 *as amended*.

The Embassy has the honor to propose that, if the Australian Government concurs in the proposals outlined above, this note and the Department's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter which shall be deemed to have entered into force on February 26, 1980.

Embassy of the United States of America,
Canberra, A.C.T., May 29, 1980.



TIAS 9781

The Australian Department of Foreign Affairs to the American Embassy



CH073419

731/2/1/1

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 60 of 29 May 1980 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honour to refer to the co-operative program facilitating space flight operations implemented in accordance with agreements between the Government of the United States of America and the Government of Australia and, in particular, to an Agreement concerning space vehicle tracking and communications facilities effected by an Exchange of Notes dated March 25, 1970, as amended by an Exchange of Notes dated March 3, 1978 and June 27, 1978. In view of the mutual benefits to be derived from this co-operative program the Government of the United States has the honour to propose that it be continued in accordance with the following principles and procedures:

1. The program shall continue to be conducted by co-operating agencies of each Government. Until the Government concerned gives notice to the other Government designating another co-operating agency, the co-operating agency on the part of the Government of the United States of America shall be the National Aeronautics and Space Administration and on the part of the Government of Australia shall be the Department of Science and the Environment.

TIAS 9781

2. (1) The following facilities are presently located in Australia for the program and shall continue to be operated and maintained under existing arrangements until amended or changed by the two co-operating agencies:

- (a) Tidbinbilla Deep Space Station Communication Complex, Tidbinbilla, Australian Capital Territory;
- (b) Honeysuckle Creek Tracking Station, Honeysuckle Creek, Australian Capital Territory;
- (c) Orroral Valley Tracking Station, Orroral Valley, Australian Capital Territory;
- (d) Mobile Laser Ranging Facility presently located at Yarragadee, Western Australia and which may be located at such other sites as are mutually acceptable to the co-operating agencies;

(2) The foregoing list of facilities may be amended from time to time by agreement of the two Governments.

(3) The provisions of this Agreement shall hereafter apply to the facilities provided or to be provided under the program and to such other activities under the program as may be agreed by the two Governments.

3. In connection with facilities provided or to be provided under the program, the co-operating agencies are authorised to conclude further arrangements consistent with the provisions of this Agreement regarding the duration

of the use of the facilities, the responsibility for and financing of the construction, installation and equipping of the facilities, and other details relating to the establishment or operation of the facilities. Common support facilities to stations, including communications networks, may be established as the co-operating agencies consider necessary.

4. Each co-operating agency shall provide to the other from the data acquired through the operation of the facilities such reduced scientific data as the other agency may request for scientific studies it may wish to carry out. The results of all such studies shall be available to both agencies.

5. The facilities established may, unless otherwise arranged between the co-operating agencies, be used for independent scientific activities sponsored by the Australian Government, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and that any additional operating costs resulting from such independent activities would be borne by the Australian Government or by the organisation concerned.

6. The United States Government shall retain title to equipment, materials, supplies and other movable property provided by or acquired in Australia by it or on its behalf at its own expense, for the purposes of the activities under this Agreement. The United States Government may remove such property from Australia at its own expense and free

from export duties or similar charges, upon the termination of this Agreement or upon reasonable notice to the Australian Government. Such property shall not be disposed of within Australia except in accordance with the Agreement between the two Governments concerning the disposal of United States Government excess property in Australia effected by an Exchange of Notes dated November 9, 1973, or in the event that that Agreement should terminate, under conditions acceptable to both Governments.

7. (1) The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of persons not normally resident in Australia employed or engaged as staff, consultants or contractors by the United States Government or the co-operating agency in connection with the activities provided for in this Agreement.

(2) The effects for the personal and household use of such persons entering Australia for the purposes of the activities under this Agreement shall be permitted free entry in accordance with Australian customs law in effect at the date the goods are imported.

8. (1) United States personnel sent to Australia by the United States co-operating agency for the purposes of activities under this Agreement shall be free from Australian income tax in respect of:

- (a) the remuneration for services rendered in Australia for the purposes of the activities; and

- (b) income derived from sources outside Australia while engaged in Australia for the purposes of the activities.

(2) Such personnel shall also be free from Australian death and gift duties which, because of their presence in Australia for the purposes of activities under this Agreement, may otherwise become payable in respect of property situated outside Australia as a result of the happening of an event while such personnel are in Australia.

(3) For the purposes of the provisions relating to taxation, 'United States personnel' means civilian citizens of the United States of America not ordinarily resident in Australia and who are employees of the United States Government or the co-operating agency. All other persons engaged or employed for the purposes of the activities under this Agreement, shall be subject to applicable Australian taxation laws.

9. (1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with activities under this Agreement. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in such activities and which it is certified at the time of entry is or is intended to be the property of the United States Government.

(2) Exemption from sales tax shall be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which are certified as being for use in connection with the activities under this Agreement and which are not for resale, provided that such property shall become the property of the United States Government prior to use in Australia.

(3) The United States Government shall be entitled to receive from the Australian Government the amount of any duties, taxes or like charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been purchased by or on behalf of the United States Government in connection with activities under this Agreement for the establishment, maintenance, or operation of the facilities, or which, having been brought from the United States expressly for use in such connection, have been exclusively so used and have been exported from Australia.

10. The United States Government agrees to utilise to the maximum extent practicable Australian resources in activities under this Agreement.

11. Activities under this Agreement shall be carried out by Australian personnel, except to the extent otherwise arranged between the co-operating agencies.

12. (1) The communications services of the Australian Government and its instrumentalities shall be used, to the

maximum extent practicable, for the purposes of the activities under this Agreement, in accordance with arrangements to be made between the co-operating agencies.

(2) The operation of radio transmitting and receiving equipment at the stations shall comply with the requirements of the relevant Australian authorities, in accordance with arrangements to be made between the co-operating agencies.

(3) The Australian Government shall take all reasonable steps to protect the radio receiving facilities of the stations from harmful radio frequency interference from sources outside the stations.

13. The program of co-operation set forth in this Agreement shall, subject to the availability of funds, remain in force until February 26, 1990, and may be further extended by agreement of the two Governments.

14. Upon the entry into force of the Agreement as provided below it shall supersede the Agreement of March 25, 1970 as amended.

The Embassy has the honour to propose that, if the Australian Government concurs in the proposals outlined above, this Note and the Department's confirmatory reply shall together constitute and evidence an Agreement between the two Governments on the matter which shall be deemed to have entered into force on February 26, 1980."

The Department of Foreign Affairs has the honour to confirm that the Government of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall together constitute and evidence an Agreement between the Government of Australia and the Government of the United States of America on the matter which shall be deemed to have entered into force on 26 February 1980.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



CANBERRA

29 May 1980

PAKISTAN

Agricultural Commodities

*Agreement signed at Islamabad March 25, 1980;
Entered into force March 25, 1980.
With minutes.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR THE SALES OF AGRICULTURAL COMMODITIES UNDER
THE PUBLIC LAW 480 TITLE I PROGRAM

The Government of the United States of America (USG) and the Government of Pakistan (GOP),

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Pakistan (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended¹ (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II.

The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104 (a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D. C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for

comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement;

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. The following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provision of Sections A 2 and 3 of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initiated on behalf of the carrier;
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U. S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Soybean/ Cottonseed Oil	1980	62,000	\$40.0

Item II. Payment Terms: (Convertible Local Currency Credit)

1. Initial Payment - 5 percent.
2. Currency Use Payment - None.
3. Number of Installment Payments - 31.
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent.
7. Continuing Interest Rate - 3 percent.

Item III. Usual Marketing Table:

Commodity	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirements</u> (Metric Tons)
Edible Vegetable Oil and/or oil bearing seeds (Oil equivalent basis)	1980	239,000 (of which at least 57,000 MT shall be imported from the U.S. A.)

Item IV. Export Limitations:

A. The export limitation period shall be United States (U.S.) Government Fiscal Year 1980 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A (4) of the Agreement, the commodities which may not be exported for soybean/cottonseed oil are all edible vegetable oil, sunflower oil, sesame oil, rapeseed oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures:

A. In implementing the following self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to:

1. Wheat Price Policy

(A) The GOP, recognizing the importance of adequate wheat floor prices to assure sufficient financial returns to producers in the face of other rising costs, will announce a raise in the wheat price for its domestic procurement not later than sowing time (September, 1980). Moreover, the GOP, recognizing the necessity of controlling the subsidy for ration shop offtake, will raise the ration shop atta price to a level at least equivalent to the domestic wheat procurement price.

Benchmarks: The GOP will (a) announce the new domestic wheat procurement price as soon as practicable but not later than September 1, 1980; (b) announce the new ration shop atta price as soon as practicable but not later than September 1, 1980; and (c) make adequate funding available to maintain the domestic wheat procurement floor price throughout the year.

(B) The GOP will continue its efforts to provide an effective floor price for wheat producers, giving particular attention to its impact on the smaller producing units. Its floor price program will be designed to provide an effective and accessible market, especially at the time of harvest and over the first few months thereafter for all wheat producers in the country. Participation in the program by producers will be voluntary in all respects and this fact will be communicated to all officials in the GOP's Food Department. Wide publicity will be given to the voluntary nature of this program.

Benchmarks: An assessment of the number and location of procurement stations as compared with prior years and how well the Government has succeeded in maintaining a minimum floor price will be made. The number and location of these procurement stations

will be such as to assure farmers have access to the established floor price.

2. Ration Shop System

(A) The GOP is committed to reduce ration shop distribution, but in any case, it will not exceed during the 1980/81 crop year the offtake ceiling of 3.277 million MT established in the January 29, 1979 Title I Agreement.

Benchmarks: If the ration shop system continues over a period of time, the offtake in each crop year will not exceed the ceiling established in the January 29, 1979 Title I Agreement, and the GOP will seek to reduce the amount of ration shop distribution each year.

(B) The current campaign to eliminate bogus cards will continue to be pursued vigorously. Progress will be reported by September 30, 1980. The GOP will provide information on the number of new cards issued, the number of bogus cards eliminated and the net change.

3. Private Grain Trade

The GOP agrees to maintain the free and unrestricted inter-district movement, buying, selling and storage of wheat within Pakistan, except under emergency conditions as defined in the Title I Agreement of January 1979; provided, however, that a restriction could be placed on the movement between provinces of whole wheat grain by the private sector by road in order to minimize the chances for illegal movement of wheat across international borders.

Benchmarks: Federal and Provincial Governments will impose no restrictions in the transportation/movement, buying, selling and storage of wheat during the course of this Agreement. In the event the GOP determines emergency conditions warrant temporary imposition of restrictions, the U.S. Mission will be notified prior to the announcement.

4. Fertilizer Supply, Distribution and Pricing

(A) The GOP will make available necessary foreign exchange for fertilizer imports which will, along with domestic production, provide adequate supplies to meet projected demand for fertilizer as projected by the National Fertilizer Development Center (NFDC).

It will also review the number and locations of fertilizer sales outlets and encourage expansion, to the degree necessary, to provide easy access to the consumer.

Benchmarks: The GOP undertakes to take all possible measures to ensure that by September, 1980 in-country stocks of phosphatic and nitrogenous fertilizer will be at least 75 per cent and 35 per cent respectively, of the projected requirements for the ensuing six months. For this purpose the GOP will provide the requisite foreign exchange. The GOP will continue to support and utilize the NFDC.

(B) The GOP will continue to review fertilizer pricing and fertilizer and crop price relationships, recognizing the need for a phased program to substantially reduce the fertilizer subsidy. The purpose of this phased program, initiated by the GOP in its February 1980 increase in fertilizer prices, is to rationalize fertilizer and wheat price relationships and to reduce the GOP budget deficit for fertilizer.

Benchmarks: In recognition of a possible negative impact that the large fertilizer price increases can have on fertilizer consumption and agricultural production, the GOP will continue to expand its past efforts to promote greater fertilizer sales and utilization by Pakistani farmers.

5. Improved Wheat Production and Distribution Data Base

The GOP will establish a continuing capacity to collect and analyze data on wheat production and distribution as a basis for more effective decision-making, including an early warning system to wheat crop prospects. The GOP will proceed with the following studies and actions: (a) improve statistical crop reporting system for wheat production, stocks, and utilization; (b) study wheat production response to price changes; and (c) conduct analyses of cost of production of wheat. The USG would be prepared to lend appropriate assistance to these studies.

6. Edible Oil Strategy

(A) The GOP will carry out research, demonstration and marketing projects on expanding oilseeds production. In addition, the GOP will initiate studies for developing appropriate high-yielding varieties of cotton, rape, mustard, groundnut, sunflower, safflower, and soybeans. These studies will provide details on the necessary linkages between research (under the direction and coordination of the Agriculture Research Council), seed propagation, extension to farmers and nutrition. A study will also be made on oilseed pricing policy.

Benchmarks: The GOP in calendar year 1980 will (1) initiate a study for domestic oilseed production for the next production year, and (2) initiate and provide to the U.S. Mission a scope of work for an oilseed pricing policy study. The study for domestic oilseed production will include production targets for traditional and non-traditional oilseeds, proposed support prices for selected non-traditional types of oilseeds which will help to achieve the production targets, and the link between research, seed propagation and distribution.

(B) The GOP will establish a responsible authority for encouraging the expansion of vegetable oil production in Pakistan with a role comparable to that of the National Fertilizer Development Center. Continuously increasing vegetable oil imports have become a serious drain on Pakistan's foreign exchange reserves. Establishment of a responsible, effective and influential organization as the primary organization dealing with vegetable oil production, processing and marketing would focus responsibility and provide the GOP with an improved means of approaching and dealing with the problems of increasing production. It is assumed research activities would continue under the direction and coordination of Agriculture Research Council.

Benchmarks: The GOP will initiate measures to develop and establish such an organization.

7. Reports

(A) Evaluation will include, but not be limited to: (a) progress on implementing the Title I self-help policy measures and specific projects identified for the program; (b) a comparison of program benchmarks with the projects and activities undertaken to determine the progress achieved in meeting the objectives identified in the self-help measures; and (c) a review of institutional mechanics and GOP technical support for implementation of the self-help measures.

(B) The evaluation will also determine whether the GOP is continuing to make adequate levels of funding available to carry out the self-help projects and activities, and the extent that the GOP has committed itself to maintaining funding levels both during and after the projects as covered in the self-help measures.

Item VI. Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following agriculture and economic development sectors:

- Agriculture
- Water Resources
- Population Planning.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII. Notification:

The effective implementation of this Agreement requires the full understanding of this Agreement by the relevant Provincial and District officials. The GOP will take whatever measures are necessary to assure that these Provincial officials, including Provincial Governors,

Provincial Agricultural Advisors, Secretaries for Planning and Development and Agriculture and Secretaries/Directors for Food Departments, are fully acquainted with the provisions of the Agreement.

Item VIII. Trust Fund Contribution:

The GOP shall deposit the sum of forty-two million five hundred thousand Pakistan rupees (Rs. 42, 500, 000) in an AID Trust Account for the purpose of financing the Pakistan Rupee obligations incurred by the USAID Mission to Pakistan (including building maintenance costs in support of United Nations agencies in Islamabad) during the period October 1, 1980 to September 30, 1982, in connection with the cooperative development program of the GOP and the United States. Such deposits shall be made in accordance with the following installment schedule:

October 1, 1980	Rs. <u>5,000,000</u>
January 1, 1981	<u>4,500,000</u>
April 1, 1981	<u>5,500,000</u>
July 1, 1981	<u>5,000,000</u>
October 1, 1981	<u>5,500,000</u>
January 1, 1982	<u>5,000,000</u>
April 1, 1982	<u>6,500,000</u>
July 1, 1982	<u>5,500,000</u>
Total:	Rs. <u>42,500,000</u>

Part III - FINAL PROVISIONS

A. This Agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the


Government of the exporting country if it should determine that the self-help program described in the Agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Islamabad, in duplicate, this 25th day of March 1980.

FOR THE GOVERNMENT OF PAKISTAN

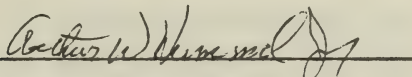
By: 

[SEAL]

Name: Masud Mufti

Title: Joint Secretary
Economic Affairs Division

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By: 

[SEAL]

Name: Arthur W. Hummel, Jr.

Title: Ambassador of the United States
of America

Minutes of the Meetings Held February 11, 1980
and March 8, 1980 Regarding the Fiscal Year 1980
P. L. 480 Title I Agreement of March 25, 1980

The following subjects were discussed between United States Government (USG) and Government of Pakistan (GOP) Representatives on the FY 1980 P. L. 480 Agreement during meetings held on February 11 and March 8, 1980.

1. Shortage of Wheat and Edible Oil

The USG Representatives advised GOP Representatives that the USG is faced with severe P. L. 480 budget restrictions and higher prices which have limited the quantity of commodities (wheat and vegetable oil) that can be provided under the P. L. 480 Title I Program for FY 1980.

2. Export Market Value Limitation

The USG Representatives called particular attention to Article I (E) of Part I of the Agreement which provides that the export market value specified in Part II may not be exceeded. This means that if commodity prices increase over those assumed in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantity of commodity to be financed may be limited to that specified in Part II.

3. Usual Marketing Requirements

The USG Representatives noted that the UMR for edible vegetable oil and/or oil bearing seeds (oil equivalent basis) in U.S. FY 1980 (Part II, Item III of the Agreement) was 239,000 MT's. At least 57,000 MT's shall be imported from the U.S.

4. P. L. 480 Standard Provisions

The USG Representatives reviewed with the Pakistan Representatives the Preamble and Parts I and III of the Title I Agreement signed

on November 23, 1974.^[1] These standard provisions, which have been incorporated by reference in the Title I Agreements each year since 1974, will be included in their entirety in the Title I Agreement this year, in order to have a more useful and convenient document.

5. Changes in P. L. 480 Legislation

The USG Representatives advised the GOP Representatives that pursuant to legislative requirements:

(a) Purchase Authorizations (PAs) under the Agreement will be issued only after the U.S. Secretary of Agriculture has determined that: (i) adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity and (ii) distribution of the commodity in the recipient country will not result in a substantial disincentive to domestic production.

(b) Purchases of food commodities under the Agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bid offerings must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(c) The terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager/USDA prior to issuance.

(d) Commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the Agreement.

(e) If the Government of Pakistan nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the agreement the Government of Pakistan must notify the General Sales Manager/USDA in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with new regulatory standards designed to eliminate certain potential conflicts of interest.

¹ TIAS 7971; 25 UST 3091.

6. Coordination with Pakistan Embassy/Washington

The GOP Representatives assured the USG Representatives that arrangements have been made by appropriate GOP authorities to relay to its Washington Embassy all instructions, information and authority necessary to enable timely implementation of the Agreement, including (1) commodity specifications, (2) contracting and delivery periods, (3) names and addresses of U.S. and foreign banks handling transactions (letters of credit for commodity and freight), (4) authority to request and sign purchase authorizations and other necessary documents, (5) complete instructions/information/authority regarding agreement for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable), and (6) instructions to contact Program Operations Division, Office of the General Sales Manager, USDA regarding the foregoing.

7. Timely Opening of Letters of Credit

The USG Representatives informed the GOP Representatives that commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight supplier are not available at time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers. Delays in opening letters of credit and settlement of final 10% of freight will also result in higher commodity prices and freight rates.

With particular regard to ocean freight the GOP Representatives were advised that letters of credit for 100% of the ocean freight charges must be opened in favor of the supplier of the ocean transportation prior to vessels' presentation for loading. The GOP Representatives assured the USG Representatives that appropriate measures will be taken to ensure that operable letters of credit for both commodity and freight will be opened, and confirmed by designated U.S. banks, immediately after contracting under each PA is concluded, and before vessels arrive at loading ports.

8. Reporting Requirements

The USG Representatives called attention to the GCP's responsibilities for the timely submission of reports. The reports required under the Agreement include compliance, arrival and shipping information

(ADP sheets) (Part I, Article III. D. in Agreement), self-help (Part I, Article III. C.) and financial use of sales proceeds matters (Part I, Article II. F.). The USG Representatives mentioned that the monthly reports on wheat and edible oil requirements and supplies being submitted pursuant to earlier P. L. 480 agreed minutes are in addition to the standard quarterly P. L. 480 compliance reports presently being submitted to the U.S. Embassy's Agricultural Attache.

9. Identification and Publicity

The GOP Representatives agreed to the identification of commodities and publicity of Agreement, arrivals, etc., as follows:

For the purpose of carrying out the intention of Section 103 (1) of P. L. 480 and of Article III, Paragraph I of Part I of the Sales Agreement, it is agreed that the two Governments will cooperate in effecting publicity and identification of the commodities as follows:

(a) Full press coverage, including photographs where possible, in national languages as well as in English will be given to: issuances of Purchase Authorizations; each major off-loading of commodities at Pakistan ports; and shipments of substantial quantities of commodities from godowns at port to specific Division-level godowns.

(b) To the extent practicable, bags and containers used in transporting the commodities within Pakistan will be marked as mutually agreed to show that the commodities were provided by the U.S. on a concessional basis.

10. Self Help Measures and Use of Proceeds

The USG and GOP Representatives agreed that Section 106 (b) and 109 (a) of P. L. 480 require (1) specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture and (2) use of proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. These new requirements are reflected in Item V and VI of Part II of the Agreement. The self-help

measures are a continuation and amplification of the measures covered in the FY 1979 Title I Agreement. Future P.L. 480 programming will be dependent on GOP performance on these measures and the submission of a complete report to the U.S. Embassy on the action and progress taken in the implementation of these self-help measures.

11. Periodic Meetings

In order to keep better informed on progress in carrying out GOP policies on wheat and edible oil stated above, the USG and GOP Representatives agreed that periodic meetings would be desirable. The format, timing, and level of participation will be worked out by both parties.

12. Self-Help Ration Shop System

In connection with the self-help measure related to the Ration Shop System (Item V.B.2(A)), the U.S. Representatives informed the Pakistan Representatives that Benchmark (b) is interpreted as follows: The Government of Pakistan agrees that offtake for the 1980/81 crop year will not exceed 3.277 million MT. It is understood that offtake in the 1979/80 crop year also will not exceed 3.277 million MT.

13. Notification

In connection with the requirements for notification contained in Item VII, the Government of Pakistan Representatives informed the USG Representatives that the Provincial Governments were acquainted with, understood and endorsed the self-help provisions of the Title I Agreement. The GOP will take whatever further measures are necessary to assure that the relevant Provincial and District officials are personally acquainted with and understand the self-help measures.

14. Private Grain Trade

The USG and GOP Representatives agreed that the GOP would maintain free and unrestricted inter-district movement, buying, selling and storage of wheat within Pakistan, except under emergency conditions, as defined in the Title I Agreement of January 1979.^[1]

¹ TIAS 9372; 30 UST 2093.

However, one exception to this provision, the Representatives agreed, would be that a restriction could be placed on the movement between provinces of whole wheat grain by the private sector by road in order to minimize the chances for illegal movement of wheat across international borders. The GOP, though, would still maintain free and unrestricted movement between the provinces for atta and other types of wheat flour.

In order to further assure the maintenance of free and unrestricted private grain trade, the GOP Representatives informed the U. S. Representatives they would advise appropriate Provincial and District officials that procurement targets are not justification for imposition of any market restrictions on private grain trade.

15. Fertilizer Pricing

The USG Representatives discussed the fertilizer price increase announced by the GOP on February 25, 1980 and indicated this was a commendable action. At the same time, the USG Representatives also indicated the price increases, because they were relatively high, possibly could have a negative effect upon crop production. (The average increase in fertilizer prices, weighted according to estimated offtake during 1979/80, amounts to 52 percent.) The USG Representatives urged the GOP Representatives that to minimize any possible negative impact on production the GOP should vigorously pursue a fertilizer promotion and a farmer education program, urging farmers to purchase and utilize increased amounts of fertilizer.

16. Open Market Sales

The GOP and USG Representatives discussed the use of open market sales of wheat to stabilize wheat prices and moderate retail price increases during the marketing year. The USG Representatives encouraged the use of open market sales, but stressed that the role of open market sales should not be as another method of distributing wheat at subsidized prices, but rather for use as a price stabilizing mechanism. The GOP Representatives agreed to give consideration to increased use of OMS, stressing, however, that there were many factors to consider, including the availability of GOP wheat stocks.

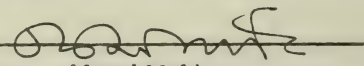
17. Wheat Price Policy

The USG and GOP Representatives agreed that in determining the level of the new wheat procurement price to be announced no later than September 1, 1980, the GOP will give consideration to: (1) both domestic and international market factors; (2) producers' costs such as seed, fertilizer, water and labor; and (3) general trends in the cost of living. It was further agreed that, in order to encourage and support continued growth in consumption of fertilizer and the resultant increase in Pakistan's wheat production, the price relationships between wheat and fertilizer need to be carefully considered. Past studies done in Pakistan have indicated that a desirable ratio is one in which one kilo of fertilizer (by nutrient weight) can be purchased for between 2.5 and 3.0 kilos of wheat (valued at procurement price). Though this fertilizer/wheat price relationship should not be considered in isolation from other factors affecting the wheat situation, it is a useful relationship that should be reviewed and given due consideration in setting both wheat and fertilizer prices.

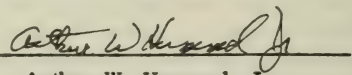
The USG and GOP Representatives also discussed the possibility of raising ration shop atta price to a level sufficiently above the wheat procurement price so as to cover the milling costs of three to four rupees per maund. The GOP will give consideration to this when deliberating the appropriate price level for ration shop atta.

The above sets forth the understanding between the Government of Pakistan and the United States Government.

FOR THE GOVERNMENT OF PAKISTAN

By: Name: Masud MuftiTitle: Joint Secretary, Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Name: Arthur W. Hummel, Jr.Title: Ambassador of the United States of America

TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

*Agreement signed at Ankara December 11, 1979;
Entered into force January 14, 1980.*

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO,
GUARANTEED OR INSURED BY THE
UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (the "United States") and
the Republic of Turkey ("Turkey") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the provisions of the Understanding
reached on July 25, 1979 (the "Understanding") among repre-
sentatives of certain nations, including the United States,
and agreed to by the representative of Turkey, the United States
and Turkey hereby agree to consolidate and reschedule certain
Turkish debts which are owed to, guaranteed by or insured

by the United States or its agencies, as provided for in this agreement.

2. This agreement shall be implemented by separate agreements (the "Implementing Agreements") between Turkey and the United States with respect to P. L. 480 [1] Agreements and the 1972 arrangement consolidating credits granted to Turkey by the European Fund of the European Monetary Agreement, and between Turkey and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States, and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Turkey.

ARTICLE II

Definitions

1. "Contracts" or "Original Contracts" means those agreements listed in Annex A, and other financial arrangements between Turkish obligors and the Export-Import Bank executed prior to January 1, 1978 with maturities falling due during the Consolidation Period.
2. "Debt" means the sum of principal and interest payable with respect to Contracts having an original maturity of more than one year and due between July 1, 1979 and June 30, 1980 inclusive.
3. "Consolidated Debt" means eighty-five percent of the dollar amount of the debt described in paragraph 2 above.
"Non-consolidated Debt" means the remaining fifteen percent of the dollar amount of debt described in paragraph 2 above.
4. "Consolidation Period" means the period from July 1, 1979 through June 30, 1980.

¹ 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

[Footnote added by the Department of State.]

5. "Interest" means interest on Debt. Such Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Original Contracts for each scheduled payment of Debt and shall continue to accrue until the Debt is repaid in full. "Additional Interest" shall accrue on due but unpaid installments of principal and interest scheduled pursuant to this Agreement at the same rate until such amounts are paid in full.

6. "Agency" means: United States Agency for International Development, Export-Import Bank of the United States, and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Turkey agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

- (a) The Consolidated Debt relating to Debt described in Article II, paragraph 2 above and amounting to \$166 million shall be repaid in ten equal semi-annual installments of \$16.6 million, commencing on July 1, 1983 with the final installment payable on January 2, 1988.
- (b) The rate of Interest shall be 2.8 percent per calendar year on the outstanding balance of the Consolidated Debt due to the Agency for International Development and to the United States with respect to P.L. 480 agreements, 3.0 percent per calendar year on the outstanding balance of Consolidated Debt due to the United States with respect to the 1972 consolidation of credits granted to Turkey by the European Monetary Agreement, 8.125 percent per calendar year on the outstanding balance of Consolidated Debt due to, guaranteed by, or insured by the Export-Import Bank of the United States, and 8.0 percent per calendar year on the outstanding balance of Consolidated Debt

due to or guaranteed by the Department of Defense. All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 2 and July 1 of each year commencing on January 2, 1980.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and each Agency is attached hereto as Annex B.

2. Turkey agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt related to Debt described in Article II, paragraph 2 above and currently amounting to \$29.4 million shall be repaid in three equal semi-annual installments of \$9.8 million on April 1, 1980, October 1, 1980, and April 1, 1981.

(b) The rate of Interest shall be 2.8 percent per calendar year on the outstanding balance of the Non-consolidated Debt due to the Agency for International Development and to the United States with respect to P.L. 480 agreements, 3.0 percent per calendar year on the outstanding balance of Non-consolidated Debt due to the United States with respect to the 1972 consolidation of credits granted to Turkey by the European Monetary Agreement, and 8.125 percent per calendar year on the outstanding balance of Non-consolidated Debt due to, guaranteed by, or insured by the Export-Import Bank of the United States, and 8.0 percent per calendar year on the outstanding balance of Consolidated Debt due to or guaranteed by the Department of Defense. All Interest payable with respect to the Non-consolidated Debt portion shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 1980.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States and each agency is attached hereto as Annex C.

3. It is understood that adjustments will be made in the amounts of Consolidated and Non-consolidated Debt specified in paragraphs 1 and 2 of this Article by the Implementing Agreements. In part, this will reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with December 31, 1979, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period on advances made after the date of this Agreement from Department of Defense guaranteed loans 765-G, 772-G, and 781-G.

ARTICLE IV

General Provisions

1. Turkey agrees to grant the United States and its Agencies,, and any other creditor which is party to an Original Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country for the consolidation of debts covered by the Understanding.
2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Original Contracts remain unchanged.

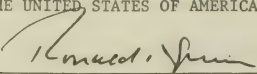
ARTICLE V

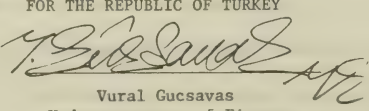
Entry into Force

This Agreement shall enter into force upon receipt by Turkey of written notice that domestic United States laws and regulations covering debt rescheduling concerning this agreement have been complied with.^[1]

Done at Ankara, Turkey, in duplicate, this eleventh day of December, 1979.

FOR THE UNITED STATES OF AMERICA FOR THE REPUBLIC OF TURKEY


Ronald I. Spiers
Ambassador


Vural Guçsavas
Undersecretary of Finance

¹ Jan. 14, 1980. [Footnote added by the Department of State.]

Annex A

Loan Agreements Subject to ReschedulingExport-Import BankDirect Credit

<u>No.</u>	
4411	E 4094
4514	E 4224
4532	4575
4587	5083
4637	5134
4893	5931
5047	6056
6172	6143
E 2970	6329
E 3361	
E 3827	

Financial GuaranteesCredit No.

FG 5048
 FG 5084
 FG 6330
 EFG 3809
 PF 5932
 FG 6057
 FG 6376

Suppliers Credits Against Which Claims Paid

<u>Reference Number</u>	<u>Turkish Obligor</u>	<u>US Exporter</u>
MP-209/MT 11073	Unitrans Int'l Transport	North American African Corporation
MP-207/MT 10749	Karsv Tekstil	Leesone Corp.
MP-208/MT 11096	Acar Uluslararası Nakiyat	North American African Corporation

P.L. 480

Agreements Dated:

March 16, 1970 ^[1]
 January 29, 1971 ^[2]
 February 6, 1969 ^[3]

1972 Arrangement Consolidating Credits Granted to Turkey by
the European Fund of the European Monetary Agreement.

Treasury Transaction No. 74002

¹ TIAS 6860; 21 UST 1062.

² TIAS 7055; 22 UST 230.

³ TIAS 6645, 6751; 20 UST 438, 2813.

[Footnotes added by the Department of State.]

Agency For International DevelopmentLoan Numbers

277-H-043	277-H-050A	277-H-070
277-H-074	277-H-051	277-H-071
277-H-093	277-H-052	277-H-076
277-B-001	277-H-053	277-H-077
277-B-002	277-H-054	277-H-078
277-B-003	277-H-056	277-H-080
277-A-020	277-H-058	277-H-081
277-H-033	277-H-059	277-H-082
277-H-035	277-H-060	277-H-083
277-H-036	277-H-062	277-H-084
277-H-042	277-H-063	277-H-091
277-H-044	277-H-066	277-H-085
277-H-048	277-H-068	277-H-086
277-H-049A	277-H-069	277-H-087
		277-H-088
		277-H-089
		277-H-092
		277-H-094
		277-K-095

Department of DefenseDirect CreditNo.

721 D	741 D
731 D	751 D

Financial GuaranteesCredit No.

752 G
765 G
771 G
772 G
781 G

Annex BSUMMARY OF CONSOLIDATED DEBT*
(Millions of Dollars)

Export-Import Bank	41.2
P.L. 480	1.0
Treasury Transaction No. 74002	6.6
Agency for International Development	35.8
Department of Defense	<u>81.4</u>
TOTAL	166.0

* Data are rounded and subject to revision per Article III,
Paragraph 3.

Annex CSUMMARY OF NON-CONSOLIDATED DEBT*
(Millions of Dollars)

Export-Import Bank	7.3
P.L. 480	.2
Treasury Transaction No. 74002	1.2
Agency for International Development	6.3
Department of Defense	<u>14.4</u>
TOTAL	29.4

* Data are rounded and subject to revision per Article III,
Paragraph 3.

PERU

Prisoner Transfer

Treaty signed at Washington July 6, 1979;
Transmitted by the President of the United States of America to
the Senate December 20, 1979 (S. Ex. II, 96th Cong., 2d
Sess.);
Reported favorably by the Senate Committee on Foreign Relations
March 14, 1980 (S. Ex. Rep. No. 96-36, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate March 25, 1980;
Ratified by the President April 3, 1980;
Ratified by Peru July 9, 1980;
Ratifications exchanged at Lima July 21, 1980;
Proclaimed by the President August 9, 1980;
Entered into force July 21, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Republic of Peru on the Execution of Penal Sentences, signed at Washington on July 6, 1979, the text of which Treaty, in the English and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of March 25, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on April 3, 1980, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Republic of Peru;

It is provided in Article XII of the Treaty that the Treaty shall enter into force on the date on which instruments of ratification are exchanged;

The instruments of ratification of the Treaty were exchanged at Lima on July 21, 1980; and accordingly the Treaty entered into force on that date;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after July 21, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this ninth day of August in the year of our Lord one thousand nine hundred eighty and
[SEAL] of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:

WARREN CHRISTOPHER

Acting Secretary of State

TREATY BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF PERU
ON THE EXECUTION OF PENAL SENTENCES

The United States of America and the Republic of Peru,
agreeing on the necessity of mutual cooperation in combatting
crime insofar as the effects of such crime extend beyond their
borders and with the purpose of assuring the better administration
of justice through adequate procedures that facilitate the social
rehabilitation of prisoners;

Hereby resolve to enter into a Treaty on the Execution of
Penal Sentences in the following terms:

ARTICLE I

1. Sentences imposed in the Republic of Peru on nationals of the United States of America may be served in penal institutions of the United States of America or under the supervision of its authorities in accordance with the provisions of this Treaty.

2. Sentences imposed in the United States of America on nationals of the Republic of Peru may be served in penal institutions of the Republic of Peru or under the supervision of its authorities in accordance with the provisions of this Treaty.

ARTICLE II

For the purposes of this Treaty:

1. "Transferring State" means the party from which the offender is to be transferred.

2. "Receiving State" means the party to which the offender is to be transferred.

3. "Offender" means a person who in the territory of one of the parties is serving a sentence not subject to further appeal or is on parole or suspended sentence.

ARTICLE III

This Treaty shall apply only under the following conditions:

1. That the offense for which the offender was convicted and sentenced is one which would be punishable in the Receiving State; provided, however, that this condition shall not be interpreted so as to require that the offense described in the laws of both States be identical in those matters which do not affect the nature of the crime.

2. That the offender be a national of the Receiving State.
3. That the offender has not been sentenced to the death penalty nor convicted of a purely military offense.
4. That at least six months of the offender's sentence remain to be served at the time of petition.
5. That the sentence be final, that any appeal procedures have been completed, and that there be no extraordinary review procedures pending at the time of invoking the provisions of this Treaty.

ARTICLE IV

The parties will designate authorities to perform the functions provided in this Treaty.

ARTICLE V

1. Each transfer of American offenders shall be initiated by a written petition presented by the Embassy of the United States of America in Peru to the Ministry of Foreign Relations.
2. Each transfer of Peruvian offenders shall be initiated by a written petition presented by the Embassy of the Republic of Peru in the United States of America to the Department of State.
3. If the Transferring State considers the request to transfer the prisoner appropriate and the offender gives his express consent, the Transferring State will communicate its approval of such request to the Receiving State so that, once internal arrangements have been completed, the transfer of the offender may be effected.

4. Delivery of the offender by the authorities of the Transferring State to those of the Receiving State shall occur at a place agreed upon by both parties. The Receiving State will be responsible for the custody and transport of the offender from the Transferring State.

5. In making the decision concerning the transfer of an offender and with the objective that the transfer should contribute effectively to his social rehabilitation, the authority of each party will consider, among other factors, the seriousness of the crime, previous criminal record, if any, health status, and the ties that the offender may have with the society of the Transferring State and the Receiving State.

6. In cases where a Peruvian national has been sentenced by a state of the United States of America, the approval of the appropriate state authorities for his transfer will be required as well as that of the federal authority.

7. The Transferring State shall furnish to the Receiving State a certified copy of the sentence or judgment relating to the offender. When the Receiving State considers such information insufficient, it may request at its expense, principal portions of the trial record or such additional information as it deems necessary.

8. When the Transferring State does not approve, for whatever reason, the transfer of an offender, it shall communicate this decision to the Receiving State without delay and without the necessity of explaining the reason.

9. Before the transfer, the Transferring State shall afford an opportunity to the Receiving State, if it so desires, to verify through an officer designated by the laws of the Receiving State, that the

offender's consent to the transfer has been given voluntarily and with full knowledge of the legal consequences thereof.

10. The Receiving State shall not be entitled to any reimbursement for the expenses incurred by it in the transfer of an offender or the completion of his sentence.

ARTICLE VI

1. An offender delivered for execution of sentence under this Treaty may not again be detained, tried or sentenced in the Receiving State for the same offense for which the sentence was imposed by the Transferring State.

2. Except as otherwise provided in this Treaty, the completion of a transferred offender's sentence shall be carried out according to the laws and procedures of the Receiving State, including the application of any provisions for reduction of the term of confinement by parole, conditional release or otherwise.

3. The authorities of each party may request reports indicating the status of confinement of all offenders transferred under this Treaty, including in particular the parole or release of any offender. Either party may, at any time, request a special report on the status of the execution of an individual sentence.

ARTICLE VII

The Transferring State shall retain exclusive jurisdiction regarding the sentences imposed and any procedures that provide for revision or modification of the sentences pronounced by its courts.

The Transferring State also shall retain the power to pardon or grant amnesty or clemency to the offender. The Receiving State, upon being informed of any decision in this regard, will promptly put such measures into effect.

ARTICLE VIII

1. This Treaty shall also be applicable to persons subject to supervision or other measures under the laws of one of the parties relating to youthful offenders. The parties shall, in accordance with their laws, agree on the kind of treatment to be accorded such persons upon transfer. Consent for the transfer of such persons shall be obtained from a legally authorized representative.

2. Nothing in this Treaty shall be interpreted to limit the ability which the parties may have, independent of the present Treaty, to grant or accept the transfer of youthful or other offenders.

ARTICLE IX

By special agreement between the parties for specific cases, persons accused of a crime who the medico-legal authorities of the Transferring State have duly determined are suffering from a mental aberration or mental illness and for such reason are declared incompetent to stand trial, may be transferred to the country of which they are nationals so that they may be cared for in specialized institutions.

ARTICLE X

If either party enters into an agreement for the transfer of sanctions with any other State, the other party shall cooperate in facilitating the transit through its territory of offenders being transferred pursuant to such agreement. The party intending to make the transfer of offenders will give advance notice to the other party of such transfer.

ARTICLE XI

In order to carry out the purposes of this Treaty, each party shall take the necessary legislative measures and shall establish adequate administrative procedures so that a sentence imposed by a Transferring State will have legal effect in the Receiving State.

ARTICLE XII

1. The present Treaty shall be subject to ratification and shall enter into force on the date on which instruments of ratification are exchanged.^[1] The exchange of instruments of ratification shall take place at Lima.

2. The present Treaty shall remain in force for two years, and shall be automatically renewed for additional periods of two years unless one of the parties gives written notice to the other of its intention to terminate the Treaty at least six months prior to the expiration of any two-year period.

¹ July 21, 1980.

DONE in duplicate, in the English and Spanish languages, each language version being equally authentic, at Washington, this 6th day of July, 1979.

FOR THE UNITED STATES OF AMERICA:

Hume Horan^[1]

FOR THE REPUBLIC OF PERU:

A. Arias-Schreiber^[2]

¹ Hume Horan.

² A. Arias-Schreiber.

**TRATADO ENTRE LOS ESTADOS UNIDOS DE AMERICA
Y LA REPUBLICA PERUANA
SOBRE EL CUMPLIMIENTO DE CONDENAS PENALES**

Los Estados Unidos de América y la República Peruana, habiendo convenido en la necesidad de cooperar mutuamente en la lucha contra la criminalidad en la medida en que los efectos de ésta trascienden sus fronteras, y animadas por el propósito de asegurar la mejor administración de la justicia mediante la adopción de métodos adecuados que faciliten la rehabilitación social de reos;

Por el presente, resuelven concertar un Tratado sobre la Ejecución de Sentencias Penales de la forma siguiente:

ARTICULO I

1. Las sentencias impuestas en los Estados Unidos de América a nacionales de la República Peruana podrán ser cumplidas en establecimientos penales de la República Peruana o bajo la vigilancia de sus autoridades, de conformidad con las disposiciones del presente Tratado.

2. Las sentencias impuestas en la República Peruana a nacionales de los Estados Unidos de América podrán ser cumplidas en establecimientos penales de los Estados Unidos de América o bajo la vigilancia de sus autoridades, de conformidad con las disposiciones del presente Tratado.

ARTICULO II

Para los fines del presente Tratado:

1. "Estado Trasladante" significa la Parte de la cual el reo habrá de ser trasladado.

2. "Estado Receptor" significa la Parte a la cual el reo habrá de ser trasladado.

3. "Reo" significa una persona que, en el territorio de una de las Partes esté cumpliendo una sentencia no sujeta a más apelaciones, o que se encuentre en libertad vigilada o en régimen de condena condicional.

ARTICULO III

El presente Tratado se aplicará únicamente bajo las siguientes condiciones:

1. Que el delito por el cual el reo fue declarado culpable y condenado sea punible en el Estado Receptor; en la inteligencia de que, no obstante, esta condición no sea interpretada en el sentido de requerir que el delito descrito por las leyes de ambos Estados sea idéntico en aquellas cuestiones que no afecten la naturaleza del delito.

2. Que el reo sea nacional del Estado Receptor.

3. Que el reo no haya sido condenado a la pena de muerte, ni haya sido declarado culpable de un delito exclusivamente militar.

4. Que la parte de la condena del reo que quede por cumplirse en el momento de hacerse la solicitud sea por lo menos de seis meses.

5. Que la sentencia sea definitiva, que se hayan agotado todos los recursos de apelación y que no queden pendientes procedimientos extraordinarios de examen en el momento de invocar las disposiciones del presente Tratado.

ARTICULO IV

Las Partes designarán las autoridades que realizarán las funciones dispuestas en el presente Tratado.

ARTICULO V

1. Cada traslado de reos peruanos se iniciará mediante una petición hecha por escrito y presentada por la Embajada de la República Peruana en los Estados Unidos de América al Departamento de Estado.

2. Cada traslado de reos estadounidenses se iniciará mediante una petición hecha por escrito y presentada por la Embajada de los Estados Unidos de América en la República Peruana al Ministerio de Relaciones Exteriores.

3. Si el Estado Trasladante considera apropiada la petición de traslado del prisionero y éste da su consentimiento expreso, el Estado Trasladante comunicará al Estado Receptor su aprobación de tal solicitud, de modo que una vez que se hayan completado los arreglos internos, se pueda efectuar el traslado del reo.

4. La entrega del reo por las autoridades del Estado Trasladante a las del Estado Receptor se efectuará en el lugar en que convengan ambas Partes. El Estado Receptor será responsable de la custodia del reo y de su transporte desde el Estado Trasladante.

5. Al tomar la decisión relativa al traslado de un reo y de conformidad con el objetivo de que el traslado contribuya positivamente a su rehabilitación social, la autoridad de cada una de las Partes considerará, entre otros factores, la gravedad del delito, los antecedentes penales del reo, de tenerlos, su estado de salud y los vínculos que pueda tener con la sociedad del Estado Trasladante y la del Estado Receptor.

6. En los casos en que un nacional peruano haya sido sentenciado por un Estado de los Estados Unidos de América, se requerirá la aprobación de las autoridades competentes del Estado en cuestión, así como la de las autoridades del Gobierno Federal.

7. El Estado Trasladante suministrará al Estado Receptor copia certificada de la sentencia o condena relativa al reo. Si el Estado Receptor considera que tal información es insuficiente, podrá solicitar a su costo, las principales partes de las actas del juicio u otra información que se estimen necesarias.

8. Cuando el Estado Trasladante no apruebe, por cualquier motivo, el traslado de un reo, comunicará su decisión sin demora al Estado Receptor; sin necesidad de expresión de causa.

9. Antes de efectuarse el traslado, el Estado Trasladante brindará al Estado Receptor si este así lo solicita, la oportunidad de verificar, mediante un funcionario designado conforme las leyes del Estado Receptor, que el consentimiento del reo al traslado fue dado de manera voluntaria y con el pleno conocimiento de las consecuencias legales inherentes al mismo.

10. El Estado Receptor no tendrá derecho a ningún reembolso por gastos contraídos con motivo del traslado del reo o el cumplimiento de su condena.

ARTICULO VI

1. Un reo entregado para el cumplimiento de una condena en virtud del presente Tratado no podrá ser detenido, enjuiciado o condenado nuevamente en el Estado Receptor por el mismo delito que motivó la condena impuesta por el Estado Trasladante.

2. Salvo cuando se disponga de otro modo en el presente Tratado, la condena de un reo trasladado se cumplirá conforme a las leyes y procedimientos del Estado Receptor, inclusive la aplicación de cualesquiera disposiciones relativas a la reducción de períodos de encarcelamiento mediante la libertad vigilada, libertad bajo palabra, sentencia condicional o algún otro método.

3. Las autoridades de ambas Partes podrán solicitar informes sobre el estado que guarde el cumplimiento de las condenas de todos los reos trasladados conforme al presente Tratado, incluyendo en particular los relativos a la excarcelación (libertad preparatoria o libertad absoluta) de cualquier reo. Cualquiera de las Partes podrá solicitar en cualquier momento, un informe especial sobre el estado que guarde el cumplimiento de una condena individual.

ARTICULO VII

El Estado Trasladante mantendrá jurisdicción exclusiva sobre la condena impuesta y cualesquiera otros procedimientos que dispongan la revisión o modificación de las sentencias dictadas por sus tribunales. El Estado Trasladante retendrá asimismo la facultad de indultar o conceder amnistía o clemencia al reo. El Estado Receptor, al recibir aviso de cualquier decisión al respecto, deberá adoptar con prontitud las medidas que corresponden.

ARTICULO VIII

1. El presente Tratado podrá asimismo aplicarse a personas sujetas a supervisión u otras medidas conforme a las leyes de una de las Partes relacionadas con infractores menores de edad. Las Partes, de conformidad con sus leyes, acordarán el tipo de tratamiento que se aplicará a tales personas al ser trasladadas. Para el traslado se obtendrá el consentimiento de un representante legalmente autorizado.

2. Nada de lo estipulado en el presente Tratado se interpretará en el sentido de limitar la facultad que las Partes puedan tener, independientemente del presente Tratado, para conceder o aceptar el traslado de un infractor menor de edad u otra clase de infractor.

ARTICULO IX

Por acuerdo especial entre las Partes para casos determinadós, las personas acusadas de un delito, respecto de las cuales las autoridades forenses del Estado Trasladante hayan determinado debidamente que sufren de una enfermedad o anomalía mental y por lo tanto se las considera incapacitadas para ser procesadas, podrán ser trasladadas al país del cual son nacionales, de modo que se las atienda en instituciones especializadas.

ARTICULO X

Si cualquiera de las Partes concierta un acuerdo con algún otro Estado para el cumplimiento recíproco de condenas penales, la otra Parte prestará su cooperación facilitando el tránsito de reos por su territorio, en virtud de tal acuerdo. La Parte que proyecte realizar el traslado de reos avisará con antelación a la otra Parte acerca del mismo.

ARTICULO XI

Con objeto de cumplir los propósitos del presente Tratado, cada una de las Partes adoptará las medidas legislativas necesarias y establecerá los procedimientos administrativos adecuados para que la condena impuesta por el Estado Trasladante tenga efecto legal dentro del Estado Receptor.

ARTICULO XII

1. El presente Tratado estará sujeto a ratificación y entrará en vigor en la fecha del canje de los instrumentos de ratificación. El canje de los instrumentos de ratificación tendrá lugar en la ciudad de Lima, Perú.

2. El presente Tratado permanecerá en vigor por dos años y se renovará automáticamente por períodos adicionales de dos años, a menos que una de las Partes notifique por escrito a la otra Parte su intención de dar por terminado el Tratado, por lo menos seis meses antes de la expiración de cualquier período de dos años.

Hecho en Washington D.C. el 6 de julio de 1979, en duplicado, en los idiomas español e inglés, siendo ambas versiones igualmente auténticos.

POR LOS ESTADOS UNIDOS DE
AMERICA

HUME HORAN

POR LA REPUBLICA PERUANA

A. ARIAS SCHREIBER

FEDERAL REPUBLIC OF GERMANY

Extradition

Treaty signed at Bonn June 20, 1978;

Transmitted by the President of the United States of America to the Senate January 19, 1979 (S. Ex. A, 96th Cong., 1st Sess.);

Reported favorably by the Senate Committee on Foreign Relations November 20, 1979 (S. Ex. Rep. No. 96-20, 96th Cong., 1st Sess.);

Advice and consent to ratification by the Senate November 29, 1979;

Ratified by the President December 20, 1979;

Ratified by the Federal Republic of Germany June 20, 1980;

Ratifications exchanged at Washington July 30, 1980;

Proclaimed by the President August 9, 1980;

Entered into force August 29, 1980.

With protocol.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Federal Republic of Germany Concerning Extradition was signed at Bonn on June 20, 1978, the text of which, in the English and German languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 29, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on December 20, 1979, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Federal Republic of Germany;

It is provided in Article 34 of the Treaty that the Treaty shall enter into force thirty days after the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on July 30, 1980; and accordingly the Treaty will enter into force on August 29, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after August 29, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this ninth day of August in the year of our Lord one thousand nine hundred eighty and
[SEAL] of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:

WARREN CHRISTOPHER

Acting Secretary of State

TREATY

between

The United States of America

and

the Federal Republic of Germany

Concerning Extradition

The United States of America

and

the Federal Republic of Germany -

desiring to provide for more effective cooperation between the two States in the repression of crime and, specifically, newly to regulate and thereby to facilitate the relations between the two States in the area of extradition -

have agreed as follows:

Article 1

Obligation to Extradite

- (1) The Contracting Parties agree to extradite to each other subject to the provisions described in this Treaty persons found in the territory of one of the Contracting Parties who have been charged with an offense or are wanted by the other Contracting Party for the enforcement of a judicially pronounced penalty or detention order for an offense committed within the territory of the Requesting State.
- (2) When the offense has been committed outside the territory of the Requesting State, the Requested State shall grant extradition subject to the provisions described in this Treaty if either
 - a) its laws would provide for the punishment of such an offense committed in similar circumstances, or

- b) the person whose extradition is requested is a national of the Requesting State.

Article 2

Extraditable Offenses

(1) Extraditable offenses under this Treaty are:

- a) Offenses described in the Appendix to this Treaty which are punishable under the laws of both Contracting Parties;
- b) Offenses, whether listed in the Appendix to this Treaty or not, provided they are punishable under the Federal laws of the United States and the laws of the Federal Republic of Germany.

In this connection it shall not matter whether or not the laws of the Contracting Parties place the offense within the same category of offenses or denominate an offense by the same terminology.

(2) Extradition shall be granted in respect of an extraditable offense:

- a) For prosecution, if the offense is punishable under the laws of both Contracting Parties by

deprivation of liberty for a maximum period exceeding one year, or

- b) For the enforcement of a penalty or a detention order, if the duration of the penalty or detention order still to be served, or when, in the aggregate, several such penalties or detention orders still to be served, amount to at least six months.

- (3) Subject to the conditions set out in paragraphs (1) and (2), extradition shall also be granted:

- a) For attempts to commit, conspiracy to commit, or participation in, an extraditable offense;
- b) For any extraditable offense when, only for the purpose of granting jurisdiction to the United States Government, transportation, transmission of persons or property, the use of the mails or other means of communication or use of other means of carrying out interstate or foreign commerce is also an element of the specific offense.

- (4) When extradition has been granted in respect of an extraditable offense, it shall also be granted in respect of any other extraditable offense which would otherwise not be extraditable only by reason of the operation of paragraph (2).

Article 3

Territorial Application

- (1) A reference in this Treaty to the territory of a Contracting Party is a reference to all territory under its jurisdiction.
- (2) A reference in this Treaty to the territory of a Contracting Party shall furthermore include its territorial waters and airspace and vessels and aircraft registered with the competent authority of this Contracting Party if any such vessel is on the high seas or if any such aircraft is in flight when the offense is committed. For the purpose of this Treaty an aircraft shall be considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation.

Article 4

Political Offenses

- (1) Extradition shall not be granted if the offense in respect of which it is requested is regarded by the Requested State as a political offense, an offense of a political character or as an offense connected with such an offense.

- (2) Extradition also shall not be granted if the Requested State has substantial grounds for believing that the request for extradition has, in fact, been made with a view to try or punish the person sought for an offense mentioned in paragraph (1).
- (3) For the purpose of this Treaty the following offenses shall not be deemed to be offenses within the meaning of paragraph (1):
- a) A murder or other willful crime, punishable under the laws of both Contracting Parties by a penalty of at least one year, against the life or physical integrity of a Head of State or Head of Government of one of the Contracting Parties or of a member of his family, including attempts to commit such an offense, except in open combat;
 - b) An offense which the Contracting Parties or the Requesting State have the obligation to prosecute by reason of a multi-lateral international agreement.

Article 5

Military Offenses

Extradition shall not be granted if the offense in respect of which it is requested is purely a military offense.

Article 6

Fiscal Offenses

If the competent executive authority of the Requested State determines that an offense for which extradition has been requested represents an offense as described in Item No. 27 of the Appendix to this Treaty and that extradition for such an offense would be contrary to the public policy or other essential interests of that State, extradition may be refused even though the offense also falls into one of the other categories of extraditable offenses under this Treaty.

Article 7

Extradition of Nationals

- (1) Neither of the Contracting Parties shall be bound to extradite its own nationals. The competent executive authority of the Requested State, however, shall have the power to grant the extradition of its own nationals if, in its discretion, this is deemed proper to do and provided the law of the Requested State does not so preclude.
- (2) The Requested State shall undertake all available legal measures to suspend naturalization proceedings in respect of the person sought until a decision on the request for his extradition and, if that request is granted, until his surrender.

- (3) If the Requested State does not extradite its own national, it shall, at the request of the Requesting State, submit the case to its competent authorities in order that proceedings may be taken if they are considered appropriate. If the Requested State requires additional documents or evidence, such documents or evidence shall be submitted without charge to that State. The Requesting State shall be informed of the result of its request.

Article 8

Prior Jeopardy for Same Offense

Extradition shall not be granted when the person whose extradition is requested has been tried and discharged or punished with final and binding effect by the competent authorities of the Requested State for the offense for which his extradition is requested.

Article 9

Lapse of Time

Extradition shall not be granted if at the time the Requested State receives the request for extradition the prosecution, or the enforcement of the penalty or of the detention order, has become barred by lapse of time under the law of the Requesting State.

Article 10

Jurisdiction of the Requested State

- (1) Extradition may be refused if the person sought is proceeded against in the Requested State for the offense for which extradition is requested.
- (2) The fact that the competent authorities of the Requested State have decided not to prosecute the person sought for the offense for which extradition is requested or decided to discontinue any criminal proceedings which have been initiated shall not preclude extradition.

Article 11

Complaint and Authorization

The obligation to extradite shall not be affected by the absence of any complaint or any authorization as a result of an offense if such complaint or such authorization is required under the law of the Requested State.

Article 12

Capital Punishment

When the offense for which extradition is requested is punishable by death under the laws of the Requesting State

and the laws of the Requested State do not permit such punishment for that offense, extradition may be refused unless the Requesting State furnishes such assurances as the Requested State considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

Article 13

Extraordinary Courts

- (1) An extradited person shall not be tried by an extraordinary court in the territory of the Requesting State.
- (2) Extradition shall not be granted for the enforcement of a penalty imposed, or detention ordered, by an extraordinary court.

Article 14

Channel of Communication; Extradition Documents

- (1) The request for extradition, any subsequent documents and all other communications shall be transmitted through the diplomatic channel unless otherwise provided by this Treaty.
- (2) The request shall be accompanied by:

- a) All available information concerning the identity and nationality of the person sought;
 - b) The text of all applicable provisions of law of the Requesting State concerning the definition of the offense, its punishment and the limitation of legal proceedings or the enforcement of penalties; and
 - c) A statement by a competent authority describing the measures taken, if any, that have interrupted the period of limitation under the law of the Requesting State.
- (3) A request for the extradition of a person sought for the purpose of prosecution shall be accompanied, in addition to the documents provided for in paragraph (2), by:
- a) A warrant of arrest issued by a judge of the Requesting State and such evidence as, according to the law of the Requested State, would justify his arrest and committal for trial if the offense had been committed there, including evidence proving that the person requested is the person to whom the warrant of arrest refers; and
 - b) A summary statement of the facts of the case unless they appear from the warrant of arrest.

(4) A request for the extradition of a person sought by reason of a judgment of guilt for the imposition or enforcement of a penalty or detention order shall be accompanied, in addition to the documents provided for in paragraph (2), by:

- a) If the judgment handed down in the territory of the Requesting State contains only a determination of guilt, this judgment, confirmation that the judgment has final and binding effect and a warrant of arrest issued by a competent authority of the Requesting State;
- b) If the judgment handed down in the territory of the Requesting State contains the determination of guilt and the sentence imposed, a copy of this judgment of conviction as well as the confirmation that this judgment has final and binding effect and is enforceable and a statement of the portion of the sentence that has not been served.

(5) A witness' statement taken down in writing or other evidence, not under oath, shall be admitted in evidence as a statement made or evidence given under oath if it is certified that the person making the statement or giving the evidence was warned by a competent authority that any false, misleading or incomplete declaration would render him liable to punishment.

Article 15

Additional Evidence

- (1) If the Requested State considers that the evidence furnished in support of the request for the extradition of a person sought is not sufficient to fulfill the requirements of this Treaty, that State shall request the submission of necessary additional evidence; it may fix a time limit for the submission of such evidence and, upon the Requesting State's application, for which reasons shall be given, may grant a reasonable extension of the time limit.
- (2) If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient, or if such evidence or information is not received within the period specified by the Requested State, he shall be discharged from custody. However, such discharge shall not bar a subsequent request in respect of the same offense. In this connection it shall be sufficient if reference is made in the subsequent request to the supporting documents already submitted provided these documents will be available at the extradition proceedings on this subsequent request.

Article 16

Provisional Arrest

- (1) In case of urgency either Contracting Party may apply for the provisional arrest of the person sought before the request for extradition has been submitted to the Requested State through the diplomatic channel. The request for provisional arrest may be made either through the diplomatic channel or directly between the United States Department of Justice and the Minister of Justice of the Federal Republic of Germany.
- (2) The application for provisional arrest shall state that a warrant of arrest as mentioned in paragraph (3) a) of Article 14, or a judgment as mentioned in paragraph (4) a) or b) of Article 14, exists and that it is intended to make a request for extradition. It shall also state the offense for which extradition will be requested and when and where such offense was committed and shall give all available information concerning the description of the person sought and his nationality. The application shall also contain such further information, if any, as would be necessary to justify the issuance of a warrant of arrest in the Requested State had the offense been committed, or the person sought been convicted, in that State.

- (3) On receipt of an application for provisional arrest the Requested State shall take the necessary steps to secure the arrest of the person sought.
- (4) Provisional arrest shall be terminated if, within a period of 40 days after the apprehension of the person sought, the Requested State has not received the request for extradition and the documents mentioned in Article 14. This period may be extended, upon the Requesting State's application, for up to an additional 20 days after the apprehension of the person sought.
- (5) The termination of provisional arrest pursuant to paragraph (4) shall not prejudice the extradition of the person sought if the extradition request and the supporting documents mentioned in Article 14, insofar as they were not submitted in a timely manner, are later delivered. In this connection, reference may be made to the extradition request and the supporting documents which have already been transmitted to the Requested State.

Article 17

Requests for Extradition Made by Several States

- (1) A Contracting Party which has received concurrently requests for the extradition of the same person either for the same offense, or for different offenses, from

the other Contracting Party and from a third State shall make its decision having regard to all the circumstances and especially the possibility of a subsequent re-extradition to another Requesting State, the relative seriousness and place of commission of the offenses, the nationality of the person sought and the provisions of any extradition agreements between the Requested State and the Requesting States.

- (2) If the Requested State reaches a decision at the same time upon extradition to one of the Requesting States and on re-extradition to another Requesting State, it shall communicate that decision on re-extradition to each of the Requesting States.

Article 18

Simplified Extradition

If the extradition of a person sought to the Requesting State is not obviously precluded by the laws of the Requested State and provided the person sought irrevocably agrees in writing to his extradition after personally being advised by a judge or competent magistrate of his rights to formal extradition proceedings and the protection afforded by them that he would lose, the Requested State may grant his extradition without a formal extradition proceeding having taken place. In this case Article 22(1) shall not be applicable.

Article 19

Decision

- (1) The Requested State shall promptly communicate to the Requesting State the decision on the request for extradition.
- (2) The Requested State shall give the reasons for any complete or partial rejection of the request for extradition.

Article 20

Delayed Decision and Surrender

The Requested State may, after a decision on the request has been rendered by a competent court, defer the surrender of the person whose extradition is requested, when that person is being proceeded against or is serving a sentence in the territory of the Requested State for a different offense, until the conclusion of the proceedings and the full execution of any punishment he may be or may have been awarded. In this case the Requested State shall advise the Requesting State.

Article 21

Surrender of the Person Sought

- (1) If the extradition has been granted, surrender of the person sought shall take place within such time as may be prescribed by the laws of the Requested State. If no time period for surrender is prescribed by the laws of the Requested State, surrender shall take place within 30 days from the date on which the Requesting State has been notified that the extradition has been granted. The competent authorities of the Contracting Parties shall agree on the time and place of the surrender of the person sought.
- (2) If the person sought is not removed from the territory of the Requested State within the time required under paragraph (1), he may be set at liberty. The Requested State may subsequently refuse to extradite the person sought for the same offense.
- (3) If circumstances beyond its control prevent a Contracting Party from timely surrendering or taking delivery of the person to be extradited, it shall notify the other Contracting Party before the expiration of the time limit. In such a case the competent authorities of the Contracting Parties may agree upon a new date for the surrender.

Article 22

Rule of Speciality

(1) A person who has been extradited under this Treaty shall not be proceeded against, sentenced or detained with a view to carrying out a sentence or detention order for any offense committed prior to his surrender other than that for which he was extradited, nor shall he be for any other reason restricted in his personal freedom, except in the following cases:

- a) When the State which extradited him consents thereto. A request for consent shall be submitted, accompanied by the documents mentioned in Article 14 and a record established by a judge or competent officer of the statement made by the extradited person in respect of the request for consent. If under the law of the Requesting State the issuance of a warrant of arrest for the offense for which extradition is sought is not possible, the request may instead be accompanied by a statement issued by a judge or competent officer establishing that the person sought is strongly suspected of having committed the offense.

- b) When such person, having had the opportunity to leave the territory of the State to which he has been surrendered, has not done so within 45 days of his final discharge or has returned to that territory after leaving it. A discharge under parole or probation without an order restricting the freedom of movement of the extradited person shall be deemed equivalent to a final discharge.
- (2) The State to which the person has been extradited may, however, take any legal measures necessary under its law, in order to proceed in absentia, to interrupt any lapse of time or to record a statement under paragraph (1) a).
- (3) If the offense for which the person sought was extradited is legally altered in the course of proceedings, he shall be prosecuted or sentenced provided the offense under its new legal description is:
- a) Based on the same set of facts contained in the extradition request and its supporting documents; and
- b) Punishable by the same maximum penalty as, or a lesser maximum penalty than, the offense for which he was extradited.

Article 23

Re-extradition to a Third State

- (1) Except as provided for in Article 22 (1) b), the Requesting State shall not, without the consent of the Requested State, re-extradite to a third State a person extradited to the Requesting State and sought by the said third State in respect of an offense committed prior to his surrender.
- (2) A request for consent to re-extradition to a third State shall be accompanied by the documents supporting the request for extradition made by the third State, if the Requested State needs these documents for its decision. These documents shall conform to the documents mentioned in Article 14 of this Treaty.

Article 24

Information on the Result of the Criminal Proceedings

The Requesting State shall upon demand inform the Requested State of the result of the criminal proceedings against the extradited person and send a copy of the final and binding decision to that State.

Article 25

Surrender of Property

- (1) To the extent permitted under the laws of the Requested State and subject to the rights of that State or of third parties, which shall be duly respected, all articles which may serve as evidence, or which have been acquired as a result of an offense, or have been obtained as consideration for such articles, and which at the time of the arrest are found in the possession of the person sought or are discovered subsequently, shall be surrendered if extradition of the person sought is granted. Surrender of such articles shall be possible even without any special request and, if possible, at the same time that the person sought is surrendered.
- (2) Subject to the conditions provided in paragraph (1), the articles mentioned therein shall be surrendered even if the person sought cannot be surrendered owing to his death or escape.
- (3) The Requested State may condition the surrender of articles upon a satisfactory assurance from the Requesting State that the articles will be returned to the Requested State as soon as possible.

Article 26

Transit

- (1) Transit of a person who is the subject of extradition from a third State through the territory of a Contracting Party to the territory of the other Contracting Party shall be granted on submission of a request, provided that the offense concerned is an extraditable offense under Article 2 and that the Contracting Party requested to grant transit does not consider the offense to be one covered by Articles 4 or 5.
- (2) Transit of a national of the Requested State may be refused if, in the opinion of that State, it is inadmissible under its law.
- (3) Subject to the provisions of paragraph (4), the request for transit must be accompanied by a warrant of arrest issued by a judge or competent officer of the Requesting State and by a statement as mentioned in Article 14 (3) b).
- (4) If air transport is used, the following provisions shall apply:

- a) When no intermediate stop is foreseen, the Contracting Party requesting transit shall notify the other Contracting Party, certify that one of the documents mentioned in Article 14, paragraph (3) a) or paragraph (4) a) or b) exists, and state whether the person whose transit is being notified is a national of the Contracting Party over the territory of which the flight is to be made. In the case of an unscheduled landing such notification shall have the effect of a request for provisional arrest as provided for in Article 16; thereafter a formal request for transit shall be made.
- b) When an intermediate stop is planned, the Contracting Party requesting transit shall submit a formal request for transit.

Article 27

Applicable Law

Except where this Treaty otherwise provides, the law of the Requested State shall be applicable with respect to provisional arrest, extradition and transit.

Article 28

Language to be Used

The documents transmitted in the application of this Treaty shall be in the language of the Requesting State accompanied by a certified translation into the language of the Requested State. The expense of translation shall be borne by the Requesting State.

Article 29

Certification

A warrant of arrest and depositions or other evidence, given on oath or in a manner described in Article 14 (5), and the judgment of conviction and of the sentence, if it has been passed, or certified copies of these documents, shall be admitted in evidence in the examination of the request for extradition when:

- a) In the case of a request emanating from the Federal Republic of Germany, they are signed by a judge or competent officer, are authenticated by the official seal of the Federal Minister of Justice and are certified by the competent diplomatic or consular officer of the United States in the Federal Republic of Germany, or

- b) In the case of a request emanating from the United States, they are signed by a judge or competent officer, are authenticated by the official seal of the Department of State and are certified by the competent diplomatic or consular officer of the Federal Republic of Germany in the United States.

Article 30

Expenses

Expenses arising from the transportation of a person sought to the Requesting State shall be borne by that State. No other pecuniary claim arising from an extradition or a transit request shall be made by the Requested State against the Requesting State. The appropriate legal officers of the State in which the extradition proceedings take place shall, by all legal means within their power, assist the Requesting State before the competent judges and officers.

Article 31

Scope of Application

This Treaty shall apply to offenses encompassed by Article 2 committed before as well as after the date this Treaty enters into force. Extradition shall not be granted, however, for an offense committed before this Treaty enters into force which was not an offense under the laws of both Contracting Parties at the time of its commission.

Article 32

Definitions

For the purpose of this Treaty, the term

- a) "Penalty" means deprivation of liberty as a result of a sentence upon conviction for an offense;
- b) "Detention order" means any order involving deprivation of liberty which has been made by a criminal court in addition to or instead of a penalty.

Article 33

Berlin Clause

- (1) This Treaty shall also apply to Land Berlin provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this Treaty.
- (2) Upon the application of this Treaty to Land Berlin, references in the Treaty to the Federal Republic of Germany or to the territory thereof shall be deemed also to be references to Land Berlin.

Article 34

Ratification; Coming Into Force; Denunciation

- (1) This Treaty shall be subject to ratification; the instruments of ratification shall be exchanged in Washington, D.C., as soon as possible.
- (2) This Treaty shall enter into force 30 days after the exchange of the instruments of ratification.^[1]
- (3) Between the Contracting Parties this Treaty shall terminate and replace the Extradition Treaty between the United States of America and Germany signed at Berlin July 12, 1930.^[2]
- (4) This Treaty shall continue in force until the expiration of one year from the date on which written notice of termination is given by one Contracting Party to the other.

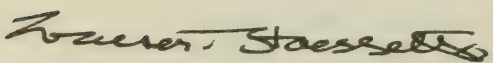
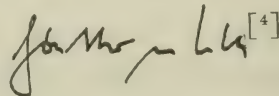
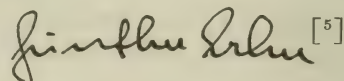
Done at Bonn this 20th day of June, 1978, in duplicate in the English and German languages, both texts being equally authentic.

For the

United States of America

For the

Federal Republic of Germany

^[3]^[4]^[5]¹ Aug. 29, 1980.² TS 836; 47 Stat. 1862.³ Walter J. Stoessel, Jr.⁴ Guenther Van Well.⁵ Guenther Erkel.

APPENDIX

1. Murder.
2. Manslaughter.
3. Aggravated wounding, injury, or assault, even when loss of life results; wounding or injuring with intent to cause grievous bodily harm.
4. Illegal abortion.
5. Kidnapping; abduction; false imprisonment; child-stealing.
6. Rape, indecent assault; incest; bigamy.
7. Unlawful sexual acts with or upon children under the age specified by the laws both of the Requesting and Requested States.
8. Procuration.
9. Libel.
10. Willful non-support or willful abandonment of a minor or other dependent person when by reason of such non-support or abandonment the life of that minor or other dependent person is or is likely to be endangered.
11. Robbery; larceny; burglary; embezzlement; extortion.
12. Malicious damage to property.
13. Fraud, including offenses against the laws relating to the unlawful obtaining of money, property or securities, to fiduciary relationships or to exploitation of minors.

14. Offenses against the laws relating to forgery, including the making of forged documents or records, whether official or private, or the uttering or fraudulent use of such documents or records.
15. Receiving, possessing, or transporting for personal benefit any money, valuable securities, or other property, knowing the same to have been unlawfully obtained.
16. Offenses relating to counterfeiting.
17. Perjury, including subornation of perjury; false statements, either written or oral, whether or not under oath, made to a judicial authority or to a government agency or office.
18. Arson.
19. Unlawful obstruction of juridical proceedings or proceedings before governmental bodies or interference with an investigation of a violation of a criminal statute, by influencing, bribing, impeding, threatening, or injuring by any means any officer of the court, juror, witness, or duly authorized criminal investigator.
20. a) Unlawful abuse of official authority which results in bodily injury or deprivation of life, liberty or property of any person.
b) Unlawful injury or intimidation in connection with, or interference with, voting or candidacy for public office, jury service, government employment, or the receipt or enjoyment of benefits provided by government agencies.

21. Facilitating or permitting the escape of a person from custody; prison mutiny.
22. Offenses against the laws relating to bribery.
23. Offenses against the laws relating to civil disorders.
24. Offenses against the laws relating to illegal gambling enterprises.
25. Any act willfully jeopardizing the safety of any person traveling upon a railway or in any aircraft or vessel or other means of transportation.
26. Piracy, by statute or by the law of nations; mutiny or revolt aboard an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel; any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
27. a) Offenses against the laws relating to importation, exportation or transit of goods, articles, or merchandise.
b) Offenses relating to willful evasion of taxes and duties.
c) Offenses against the laws relating to international transfers of funds.
28. Offenses against the bankruptcy laws.
29. Offenses against the laws relating to narcotic drugs, Cannabis sativa L., Hallucinogenic drugs, cocaine and its derivatives, and other dangerous drugs and chemicals.
30. Offenses against the laws relating to the illicit manufacture of or traffic in poisonous chemicals or substances injurious to health.

31. Offenses against the laws relating to firearms, ammunition, explosives, incendiary devices or nuclear materials.
32. Offenses against the laws relating to the sale or transportation or purchase of securities or commodities.
33. Any other act for which extradition may be granted in accordance with the laws of both Contracting Parties.

PROTOCOL

At the time of signing this day of the Extradition Treaty between the United States of America and the Federal Republic of Germany the undersigned plenipotentiaries have agreed that Article 4(3)(b) of the Treaty and Item No. 20(b) of the Appendix thereto are to be interpreted as follows:

(1) With respect to the interpretation of Article

4(3)(b) the Contracting Parties mutually agree that at the time of the conclusion of the Treaty, this provision has reference, for example, to the Convention for the Suppression of Unlawful Seizure of Aircraft of December 16, 1970,^[1] the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation of September 23, 1971,^[2] and the Convention on the Prevention and Punishment of Crimes Against Internationally Protected Persons including Diplomatic Agents of December 14, 1973.^[3]

(2) The Contracting Parties mutually agree to interpret Item No. 20(b) of the Appendix to the Treaty as meaning that the terms "jury service" and "ehrenamtlicher Richter" apply to persons who in the legal practice of both Contracting Parties have corresponding functions (in the United States of America: members of a jury; in the Federal Republic of Germany: members of a court who are not judges by profession).

¹ TIAS 7192; 22 UST 1641.

² TIAS 7570; 24 UST 564.

³ TIAS 8532; 28 UST 1975.

Done at Bonn this 20th day of June, 1978, in duplicate
in the English and German languages, both texts being
equally authentic.

For the
United States of America

For the
Federal Republic of Germany

Walter Staudt

for Mr. 14

for Mr. 14

Auslieferungsvertrag

zwischen

den Vereinigten Staaten von Amerika

und

der Bundesrepublik Deutschland

TIAS 9785

Die Vereinigten Staaten von Amerika

und

die Bundesrepublik Deutschland -

in dem Wunsch, die Zusammenarbeit beider Staaten bei der Bekämpfung der Kriminalität wirksamer zu gestalten und insbesondere den Verkehr zwischen den beiden Staaten auf dem Gebiet der Auslieferung neu zu regeln und dadurch zu erleichtern -

sind wie folgt übereingekommen:

Artikel 1

Auslieferungsverpflichtung

- (1) Die Vertragsparteien werden einander nach Massgabe dieses Vertrags Personen ausliefern, die von einer Vertragspartei wegen einer im Hoheitsgebiet des ersuchenden Staates begangenen Straftat verfolgt oder zur Vollstreckung einer gerichtlich erkannten Strafe oder Massregel der Besserung und Sicherung gesucht und im Hoheitsgebiet der anderen Vertragspartei angetroffen werden.
- (2) Ist die Straftat ausserhalb des Hoheitsgebiets des ersuchenden Staates begangen worden, so wird der ersuchte Staat die Auslieferung nach diesem Vertrag bewilligen, wenn
 - a) eine solche unter gleichartigen Umständen begangene Tat nach seinem Recht bestraft werden könnte oder
 - b) die Person, um deren Auslieferung ersucht wird, ein Staatsangehöriger des ersuchenden Staates ist.

Artikel 2

Auslieferungsfähige Straftaten

(1) Auslieferungsfähige Straftaten nach diesem Vertrag sind:

- a) Straftaten, die in dem Anhang zu diesem Vertrag beschrieben und nach dem Recht beider Vertragsparteien strafbar sind,
- b) Straftaten, ob sie in dem Anhang zu diesem Vertrag beschrieben sind oder nicht, wenn sie nach dem Bundesrecht der Vereinigten Staaten und nach dem Recht der Bundesrepublik Deutschland strafbar sind.

Dabei ist unerheblich, ob das Recht der Vertragsparteien die Straftat in die gleiche Kategorie von Straftaten einordnet oder die Straftat unter den gleichen Begriff fasst.

(2) Ausgeliefert wird wegen einer auslieferungsfähigen Straftat, und zwar

- a) zur Strafverfolgung, wenn die Tat nach dem Recht beider Vertragsparteien mit Freiheitsentziehung im Höchstmass von mehr als einem Jahr bedroht ist, oder
- b) zur Vollstreckung einer Strafe oder einer Massregel der Besserung und Sicherung, wenn die Dauer der noch zu verbüssenden Strafe oder Massregel oder wenn die Summe mehrerer noch zu verbüssender Strafen oder Massregeln mindestens sechs Monate beträgt.

- (3) Ausgeliefert wird unter den Voraussetzungen der Absätze 1 und 2 auch
- a) wegen des Versuchs, der Verabredung zu oder der Teilnahme an einer auslieferungsfähigen Straftat,
 - b) wegen einer auslieferungsfähigen Straftat, bei der, nur zur Begründung der Zuständigkeit der Regierung der Vereinigten Staaten, die Beförderung, Überführung von Personen oder Sachen, der Gebrauch der Post oder anderer Nachrichtenmittel oder der Gebrauch anderer Mittel zur Durchführung des innerstaatlichen oder Aussenhandels auch ein Tatbestandsmerkmal der betreffenden Straftat darstellt.
- (4) Wird eine Auslieferung wegen einer auslieferungsfähigen Straftat bewilligt, so wird sie zusätzlich wegen einer anderen auslieferungsfähigen Straftat bewilligt, die sonst für sich allein nach Absatz 2 nicht auslieferungsfähig wäre.

Artikel 3

Räumlicher Geltungsbereich

- (1) Im Sinne dieses Vertrags bedeutet eine Bezugnahme auf das Hoheitsgebiet einer Vertragspartei eine Bezugnahme auf das gesamte ihrer Gerichtsbarkeit unterliegende Hoheitsgebiet.
- (2) Im Sinne dieses Vertrags schliesst eine Bezugnahme auf das Hoheitsgebiet einer Vertragspartei ferner ihre Hoheitsgewässer, ihren Luftraum sowie die von

einer zuständigen Behörde dieser Vertragspartei eingetragenen Wasser- und Luftfahrzeuge ein, sofern sich solche Wasserfahrzeuge auf hoher See oder solche Luftfahrzeuge im Flug befinden, während die Straftat begangen wird. Im Sinne dieses Vertrags gilt ein Luftfahrzeug von dem Augenblick an als im Flug befindlich, in dem alle Aussentüren nach dem Einsteigen geschlossen worden sind, bis zu dem Augenblick, in dem eine dieser Türen zum Aussteigen geöffnet wird.

Artikel 4

Politische Straftaten

- (1) Die Auslieferung wird nicht bewilligt, wenn die Straftat, derentwegen sie begehrt wird, vom ersuchten Staat als eine politische Straftat, als eine Straftat mit politischem Charakter oder als eine mit einer solchen zusammenhängende Straftat angesehen wird.
- (2) Die Auslieferung wird auch nicht bewilligt, wenn der ersuchte Staat ernstliche Gründe hat anzunehmen, dass das Auslieferungsersuchen tatsächlich gestellt worden ist, um den Verfolgten wegen einer in Absatz 1 genannten Straftat zu verfolgen oder zu bestrafen.
- (3) Im Rahmen dieses Vertrags werden folgende Straftaten nicht als solche im Sinne des Absatzes 1 angesehen:
 - a) ein Mord oder ein anderes nach dem Recht beider Vertragsparteien mit Freiheitsstrafe von mindestens einem Jahr bedrohtes vorsätzliches Verbrechen gegen das Leben oder die körperliche Unversehrtheit eines Staatsoberhauptes oder eines Regierungschefs einer der Vertragsparteien oder eines Mitglieds seiner Familie - einschliesslich des Versuchs, eine solche Straftat zu begehen -, es sei denn, dass die Tat im offenen Kampf begangen wird,

- b) eine Straftat, zu deren Verfolgung die Vertragsparteien oder der ersuchende Staat auf Grund einer mehrseitigen internationalen Übereinkunft verpflichtet sind.

Artikel 5

Militärische Straftaten

Die Auslieferung wird nicht bewilligt, wenn die Straftat, derentwegen um Auslieferung ersucht wird, ausschliesslich eine militärische Straftat darstellt.

Artikel 6

Fiskalische Straftaten

Entscheidet die zuständige Verwaltungsbehörde des ersuchten Staates, dass eine Straftat, derentwegen um Auslieferung ersucht worden ist, eine Straftat darstellt, wie sie in Nr. 27 des Anhangs zu diesem Vertrag beschrieben ist, und dass der Auslieferung wegen einer solchen Tat die öffentliche Ordnung (*ordre public*) oder andere wesentliche Interessen dieses Staates entgegenstehen, so kann die Auslieferung selbst dann verweigert werden, wenn die Straftat auch unter eine der anderen Kategorien auslieferungsfähiger Straftaten nach diesem Vertrag fällt.

Artikel 7

Auslieferung eigener Staatsangehöriger

- (1) Die Vertragsparteien sind nicht verpflichtet, ihre eigenen Staatsangehörigen auszuliefern. Die zuständige Verwaltungsbehörde des ersuchten Staates ist gleichwohl berechtigt, die Auslieferung eigener Staatsangehöriger zu bewilligen, wenn dies nach ihrem Ermessen angebracht erscheint und das Recht des ersuchten Staates dem nicht entgegensteht.

- (2) Der ersuchte Staat ergreift alle gesetzlich zulässigen Massnahmen, um ein den Verfolgten betreffendes Einbürgerungsverfahren bis zur Entscheidung über das Auslieferungsersuchen und, falls dem Ersuchen stattgegeben wird, bis zur Übergabe des Verfolgten auszusetzen.
- (3) Liefert der ersuchte Staat einen eigenen Staatsangehörigen nicht aus, so unterbreitet er auf Begehren des ersuchenden Staates die Angelegenheit seinen zuständigen Behörden, damit gegebenenfalls eine Strafverfolgung durchgeführt werden kann. Fordert der ersuchte Staat ergänzende Unterlagen oder Beweismittel an, so sind ihm diese kostenlos zu übermitteln. Der ersuchende Staat wird über das Ergebnis seines Begehrens unterrichtet.

Artikel 8

Ne bis in idem

Die Auslieferung wird nicht bewilligt, wenn der Verfolgte wegen der Straftat, derentwegen um Auslieferung ersucht wird, von den zuständigen Behörden des ersuchten Staates bereits rechtskräftig freigesprochen oder verurteilt worden ist.

Artikel 9

Verjährung

Die Auslieferung wird nicht bewilligt, wenn im Zeitpunkt des Eingangs des Ersuchens beim ersuchten Staat die Strafverfolgung oder die Vollstreckung der Strafe oder der Massregel der Besserung und Sicherung nach dem Recht des ersuchenden Staates verjährt ist.

Artikel 10

Gerichtsbarkeit des ersuchten Staates

- (1) Die Auslieferung kann abgelehnt werden, wenn der Verfolgte im ersuchten Staat wegen derselben Straftat verfolgt wird, derentwegen um Auslieferung ersucht wird.
- (2) Der Umstand, dass die zuständigen Behörden des ersuchten Staates entschieden haben, wegen der Straftat, derentwegen um Auslieferung ersucht wird, kein Strafverfahren gegen den Verfolgten einzuleiten oder ein bereits eingeleitetes Strafverfahren einzustellen, steht der Auslieferung nicht entgegen.

Artikel 11

Strafantrag und Ermächtigung

Die Verpflichtung zur Auslieferung wird durch das Fehlen eines Strafantrags oder einer Ermächtigung, die nach dem Recht des ersuchten Staates erforderlich sind, nicht berührt.

Artikel 12

Todesstrafe

Ist die Straftat, derentwegen um Auslieferung ersucht wird, nach dem Recht des ersuchenden Staates mit der Todesstrafe bedroht und ist diese für eine solche Tat nach dem Recht des ersuchten Staates nicht zulässig, so kann die Auslieferung abgelehnt werden, sofern nicht der ersuchende Staat eine vom ersuchten Staat als ausreichend erachtete Zusicherung gibt, dass die Todesstrafe nicht verhängt oder, falls sie verhängt wird, nicht vollstreckt werden wird.

Artikel 13

Ausnahmegerichte

- (1) Ein Ausgelieferter darf im Hoheitsgebiet des ersuchenden Staates nicht von einem Ausnahmegericht abgeurteilt werden.
- (2) Die Auslieferung zur Vollstreckung einer Strafe oder einer Massregel der Besserung und Sicherung, die durch ein Ausnahmegericht verhängt oder angeordnet worden ist, wird nicht bewilligt.

Artikel 14

Geschäftsweg; Auslieferungsunterlagen

- (1) Das Ersuchen um Auslieferung, alle nachfolgenden Schriftstücke und der gesamte weitere Schriftverkehr werden auf dem diplomatischen Weg übermittelt, sofern in diesem Vertrag nichts anderes bestimmt ist.
- (2) Dem Ersuchen sind beizufügen
 - a) alle verfügbaren Angaben über die Identität und die Staatsangehörigkeit des Verfolgten;
 - b) der Wortlaut aller anwendbaren Gesetzesbestimmungen des ersuchenden Staates betreffend den Straftatbestand, die Strafandrohung und die Verjährung der Strafverfolgung oder der Strafvollstreckung;
 - c) gegebenenfalls eine Bestätigung einer zuständigen Behörde, durch welche Maßnahmen die Verjährung nach dem Recht des ersuchenden Staates unterbrochen worden ist.

- (3) Einem Ersuchen um Auslieferung eines Verfolgten zur Strafverfolgung sind ausser den in Absatz 2 genannten Unterlagen beizufügen
- a) ein von einem Richter des ersuchenden Staates ausgestellter Haftbefehl sowie Beweismittel, die nach dem Recht des ersuchten Staates eine Verhaftung des Verfolgten und die Anordnung der Hauptverhandlung gegen ihn rechtfertigen würden, wenn die Tat dort begangen worden wäre, und aus denen sich ergibt, dass der Verfolgte die im Haftbefehl bezeichnete Person ist;
 - b) eine zusammenfassende Darstellung des Sachverhalts, sofern dieser nicht bereits aus dem Haftbefehl hervorgeht.
- (4) Einem Ersuchen um Auslieferung eines Verfolgten aufgrund eines verurteilenden Erkenntnisses zur Festsetzung oder Vollstreckung einer Strafe oder einer Maßregel der Besserung und Sicherung sind ausser den in Absatz 2 genannten Unterlagen beizufügen,
- a) falls das im Hoheitsgebiet des ersuchenden Staates ergangene verurteilende Erkenntnis nur den Schuldspruch enthält, dieses Erkenntnis, eine Bestätigung, dass das Erkenntnis rechtskräftig ist, und ein von einer zuständigen Behörde des ersuchenden Staates ausgestellter Haftbefehl;
 - b) falls das im Hoheitsgebiet des ersuchenden Staates ergangene verurteilende Erkenntnis den Schuldspruch und den Strafausspruch enthält, eine Ausfertigung dieses Erkenntnisses sowie eine Bestätigung, dass das Erkenntnis rechtskräftig und vollstreckbar ist, und eine Mitteilung, welcher Teil der Strafe noch nicht verbüsst ist.

- (5) Die Niederschrift einer uneidlichen Zeugenaussage oder andere nicht unter Eid beigebrachte Beweismittel werden zu Beweis Zwecken wie eine beeidigte Zeugenaussage oder durch Eid bekräftigte Beweismittel zugelassen, wenn bestätigt wird, dass die Person, die die Aussage gemacht oder Beweismittel beigebracht hat, von einer zuständigen Behörde belehrt wurde, dass sie sich im Fall falscher, irreführender oder unvollständiger Angaben strafbar mache.

Artikel 15

Ergänzende Unterlagen

- (1) Ist der ersuchte Staat der Auffassung, dass die zur Begründung des Ersuchens um Auslieferung eines Verfolgten übermittelten Beweismittel nach diesem Vertrag nicht ausreichen, so ersucht er um die notwendige Ergänzung der Unterlagen; er kann für deren Beibringung eine Frist setzen und diese auf begründeten Antrag des ersuchenden Staates angemessen verlängern.
- (2) Ist der Verfolgte in Haft und reichen die vorgenannten zusätzlichen Beweismittel oder Angaben nicht aus oder gehen sie nicht innerhalb der vom ersuchten Staat gesetzten Frist ein, so ist der Verfolgte freizulassen. Jedoch schliesst eine solche Freilassung ein späteres Ersuchen wegen derselben Straftat nicht aus. Dabei genügt es, wenn in dem späteren Ersuchen auf bereits übersandte Auslieferungsunterlagen Bezug genommen wird, vorausgesetzt, dass diese Unterlagen für das Auslieferungsverfahren auf Grund dieses weiteren Ersuchens zur Verfügung stehen.

Artikel 16

Vorläufige Auslieferungshaft

- (1) In dringenden Fällen kann jede Vertragspartei um die vorläufige Inhaftnahme des Verfolgten ersuchen, bis das Auslieferungsersuchen dem ersuchten Staat auf dem diplomatischen Weg übermittelt worden ist. Das Ersuchen um vorläufige Inhaftnahme kann entweder auf dem diplomatischen Weg oder unmittelbar zwischen dem Bundesminister der Justiz der Bundesrepublik Deutschland und dem Ministerium der Justiz der Vereinigten Staaten gestellt werden.
- (2) In dem Ersuchen um vorläufige Inhaftnahme ist anzuführen, dass ein Haftbefehl gemäss Artikel 14 Absatz 3 Buchstabe a oder ein Erkenntnis gemäss Artikel 14 Absatz 4 Buchstabe a oder b vorhanden ist und die Absicht besteht, ein Auslieferungsersuchen zu stellen. Ferner sind die Straftat, derentwegen um Auslieferung ersucht werden wird, sowie Zeit und Ort ihrer Begehung anzugeben und alle verfügbaren Angaben über die Beschreibung und die Staatsangehörigkeit des Verfolgten zu machen. Ausserdem muss das Ersuchen gegebenenfalls weitere Angaben enthalten, die notwendig wären, um die Ausstellung eines Haftbefehls im ersuchten Staat zu rechtfertigen, falls die Straftat in diesem Staat begangen oder der Verfolgte dort verurteilt worden wäre.
- (3) Nach Eingang eines Ersuchens um vorläufige Inhaftnahme trifft der ersuchte Staat die erforderlichen Massnahmen, um die Inhaftnahme des Verfolgten zu gewährleisten.

- (4) Die vorläufige Haft wird aufgehoben, wenn der ersuchte Staat das Auslieferungersuchen und die in Artikel 14 genannten Unterlagen nicht innerhalb von 40 Tagen nach der Ergreifung des Verfolgten erhalten hat. Diese Frist kann auf Ersuchen des ersuchenden Staates um bis zu 20 weitere Tage vom Zeitpunkt der Ergreifung des Verfolgten an verlängert werden.
- (5) Die Aufhebung der vorläufigen Haft nach Absatz 4 steht der Auslieferung des Verfolgten nicht entgegen, wenn das Auslieferungersuchen und die in Artikel 14 genannten Unterlagen, soweit sie nicht rechtzeitig übermittelt worden sind, später eingehen. Auf das Auslieferungersuchen und Unterlagen, die dem ersuchten Staat bereits zugeleitet worden waren, kann Bezug genommen werden.

Artikel 17

Auslieferungersuchen mehrerer Staaten

- (1) Eine Vertragspartei, die zugleich Ersuchen der anderen Vertragspartei und eines dritten Staates um Auslieferung derselben Person wegen derselben oder wegen verschiedener Straftaten erhält, entscheidet unter Berücksichtigung aller Umstände, insbesondere der Möglichkeit einer späteren Weiterlieferung an einen anderen ersuchenden Staat, der verhältnismässigen Schwere der Straftaten, der Tatorte, der Staatsangehörigkeit des Verfolgten sowie von Bestimmungen in Auslieferungsübereinkünften zwischen dem ersuchten Staat und den ersuchenden Staaten.
- (2) Trifft der ersuchte Staat gleichzeitig eine Entscheidung über die Auslieferung an einen der ersuchenden Staaten und über die Weiterlieferung an einen anderen ersuchenden Staat, so teilt er die Entscheidung über die Weiterlieferung jedem der ersuchenden Staaten mit.

Artikel 18

Vereinfachte Auslieferung

Erscheint die Auslieferung eines Verfolgten an den ersuchenden Staat nach dem Recht des ersuchten Staates nicht offensichtlich unzulässig und stimmt der Verfolgte seiner Auslieferung nach persönlicher Belehrung über sein Recht auf Durchführung eines förmlichen Auslieferungsverfahrens und den ihm dadurch zustehenden Schutz, den er verlieren würde, zu Protokoll eines Richters oder zuständigen Beamten unwiderruflich zu, so kann der ersuchte Staat die Auslieferung bewilligen, ohne ein förmliches Auslieferungsverfahren durchzuführen. In diesem Fall findet Artikel 22 Absatz 1 keine Anwendung.

Artikel 19

Entscheidung

- (1) Der ersuchte Staat unterrichtet den ersuchenden Staat alsbald von seiner Entscheidung über das Auslieferungsersuchen.
- (2) Jede vollständige oder teilweise Ablehnung des Auslieferungsersuchens ist vom ersuchten Staat zu begründen.

Artikel 20

Aufgeschobene Entscheidung und Übergabe

Wird ein Verfolgter im ersuchten Staat wegen einer anderen Straftat als der, derentwegen um Auslieferung ersucht wird, verfolgt oder verbüsst er deswegen dort eine Strafe oder eine Massregel der Besserung und Sicherung, so kann der ersuchte Staat, nachdem ein zuständiges Gericht über das Ersuchen entschieden hat, die Entscheidung über die Übergabe des Verfolgten bis zum Abschluss des Verfahrens und der vollen Verbüssung der Strafe aufschieben, die gegen ihn verhängt wird oder verhängt worden ist. In diesem Fall unterrichtet der ersuchte Staat den ersuchenden Staat.

Artikel 21

Übergabe des Verfolgten

- (1) Wird die Auslieferung bewilligt, so muss die Übergabe des Verfolgten innerhalb einer gegebenenfalls im Recht des ersuchten Staates vorgesehenen Zeit erfolgen. Sieht das Recht des ersuchten Staates keine Frist für die Übergabe vor, so hat diese innerhalb von 30 Tagen von dem Zeitpunkt an zu erfolgen, zu dem dem ersuchenden Staat mitgeteilt worden ist, dass die Auslieferung bewilligt wurde. Die zuständigen Behörden der Vertragsparteien vereinbaren Zeit und Ort der Übergabe des Verfolgten.
- (2) Wird der Verfolgte nicht innerhalb der in Absatz 1 bestimmten Zeit aus dem Hoheitsgebiet des ersuchten Staates weggeschafft, so kann er freigelassen werden. Der ersuchte Staat kann dann die Auslieferung des Verfolgten wegen derselben Straftat verweigern.
- (3) Ist einer Vertragspartei die Übergabe oder Übernahme des Verfolgten wegen aussergewöhnlicher Umstände nicht rechtzeitig möglich, so unterrichtet sie die andere Vertragspartei vor Fristablauf hiervon. In einem solchen Fall können die zuständigen Behörden der Vertragsparteien einen neuen Zeitpunkt für die Übergabe vereinbaren.

Artikel 22

Grundsatz der Spezialität

- (1) Ein auf Grund dieses Vertrags Ausgelieferter darf wegen einer anderen vor der Übergabe begangenen Straftat als derjenigen, derentwegen er ausgeliefert worden ist, nicht verfolgt, abgeurteilt, zur Vollstreckung einer Strafe oder einer Massregel der Besserung und Sicherung in Haft gehalten oder einer sonstigen Beschränkung seiner persönlichen Freiheit unterworfen werden, ausser in folgenden Fällen:

- a) Wenn der Staat, der ihn ausgeliefert hat, zustimmt. Ein Ersuchen um Zustimmung ist unter Beifügung der in Artikel 14 erwähnten Unterlagen und eines von einem Richter oder einem zuständigen Beamten gefertigten Protokolls über die Erklärung des Ausgelieferten zu dem Ersuchen zu stellen. Ist der Erlass eines Haftbefehls wegen der Straftat, die dem Ersuchen zugrunde liegt, nach dem Recht des ersuchenden Staates nicht möglich, so kann dem Ersuchen statt dessen eine von einem Richter oder zuständigen Beamten ausgestellte Bestätigung beigelegt werden, aus der sich ergibt, dass der Verfolgte dringend verdächtig ist, die Straftat begangen zu haben.
 - b) Wenn der Ausgelieferte, obwohl er dazu die Möglichkeit hatte, das Hoheitsgebiet des Staates, an den er ausgeliefert worden ist, innerhalb von 45 Tagen nach seiner endgültigen Freilassung nicht verlassen hat oder wenn er nach Verlassen dieses Gebiets dort hin zurückgekehrt ist. Eine bedingte Freilassung ohne eine die Bewegungsfreiheit des Ausgelieferten beeinträchtigende Anordnung steht der endgültigen Freilassung gleich.
- (2) Der Staat, an den der Verfolgte ausgeliefert worden ist, kann jedoch alle nach seinem Recht erforderlichen gesetzlichen Massnahmen treffen, um ein Abwesenheitsverfahren durchzuführen, um die Verjährung zu unterbrechen oder um eine Bestätigung nach Absatz 1 Buchstabe a herbeizuführen.
- (3) Wird die Straftat, derentwegen der Verfolgte ausgeliefert worden ist, während des Verfahrens rechtlich anders gewürdigt, so darf er insoweit verfolgt oder verurteilt werden, als die Straftat nach ihrer neuen rechtlichen Würdigung

- a) auf demselben Sachverhalt beruht, der in dem Auslieferungersuchen und den dazugehörigen Unterlagen dargestellt ist, und
- b) mit gleich hoher oder geringerer Höchstfreiheitsstrafe wie die Tat bedroht ist, derentwegen er ausgeliefert worden ist.

Artikel 23

Weiterlieferung an einen dritten Staat

- (1) Ausser im Fall des Artikels 22 Absatz 1 Buchstabe b darf der ersuchende Staat den ihm Ausgelieferten, der von einem dritten Staat wegen einer vor der Übergabe begangenen Straftat gesucht wird, nur mit Zustimmung des ersuchten Staates an den dritten Staat weiterliefern.
- (2) Einem Ersuchen um Zustimmung zur Weiterlieferung an einen dritten Staat sind die Unterlagen beizufügen, die dem Auslieferungersuchen des dritten Staates zugrunde liegen, wenn der ersuchte Staat diese Unterlagen für seine Entscheidung benötigt. Diese müssen den in Artikel 14 erwähnten Unterlagen entsprechen.

Artikel 24

Unterrichtung über den Ausgang des Strafverfahrens

Der ersuchende Staat unterrichtet den ersuchten Staat auf dessen Verlangen über den Ausgang des Strafverfahrens gegen den Ausgelieferten und übersendet ihm eine Abschrift der rechtskräftigen Entscheidung.

Artikel 25

Herausgabe von Gegenständen

- (1) Alle Gegenstände, die als Beweismittel dienen können oder aus einer Straftat herrühren oder als Entgelt für solche Gegenstände erlangt worden sind und die zum Zeitpunkt der Festnahme im Besitz des Verfolgten gefunden werden oder später entdeckt werden, werden in dem nach dem Recht des ersuchten Staates zulässigen Umfang und vorbehaltlich von Rechten dieses Staates oder Dritter, die ordnungsgemäss zu berücksichtigen sind, übergeben, wenn die Auslieferung des Verfolgten bewilligt wird. Die Herausgabe solcher Gegenstände erfolgt auch ohne besonderes Ersuchen und, wenn möglich, gleichzeitig mit der Übergabe des Verfolgten.
- (2) Unter den in Absatz 1 genannten Voraussetzungen werden die dort erwähnten Gegenstände auch dann herausgegeben, wenn der Verfolgte nicht übergeben werden kann, weil er verstorben oder geflüchtet ist.
- (3) Der ersuchte Staat kann die Herausgabe von Gegenständen von einer befriedigenden Zusicherung des ersuchenden Staates abhängig machen, dass die Gegenstände dem ersuchten Staat so bald wie möglich zurückgegeben werden.

Artikel 26

Durchlieferung

- (1) Die Durchlieferung einer Person, die von einem dritten Staat durch das Hoheitsgebiet einer Vertragspartei in das Hoheitsgebiet der anderen Vertragspartei ausgeliefert werden soll, wird auf Ersuchen bewilligt, sofern die Straftat nach Artikel 2 auslieferungsfähig ist und die um Durchlieferung ersuchte Vertragspartei die Straftat nicht als eine von Artikel 4 oder 5 erfasste betrachtet.

- (2) Die Durchlieferung eines Staatsangehörigen des ersuchten Staates kann verweigert werden, wenn sie nach Auffassung dieses Staates nach seinem Recht unzulässig ist.
- (3) Vorbehaltlich des Absatzes 4 müssen dem Durchlieferungsersuchen ein von einem Richter oder einem zuständigen Beamten des ersuchenden Staates ausgestellter Haftbefehl und eine Sachverhaltsdarstellung gemäss Artikel 14 Absatz 3 Buchstabe b beigelegt sein.
- (4) Wird der Luftweg benutzt, so finden folgende Bestimmungen Anwendung:
 - a) Ist keine Zwischenlandung vorgesehen, so hat die um Durchlieferung ersuchende Vertragspartei die andere Vertragspartei hiervon zu verständigen, zu bestätigen, dass eine der in Artikel 14 Absatz 3 Buchstabe a oder Absatz 4 Buchstabe a oder b genannten Unterlagen vorhanden ist, und mitzuteilen, ob die Person, deren Durchlieferung angezeigt worden ist, ein Staatsangehöriger der Vertragspartei ist, deren Hoheitsgebiet überflogen werden soll. Im Fall einer unvorhergesehenen Landung hat diese Mitteilung die Wirkung eines Ersuchens um vorläufige Inhaftnahme im Sinne des Artikels 16; danach muss ein förmliches Durchlieferungsersuchen gestellt werden.
 - b) Ist eine Zwischenlandung vorgesehen, so hat die ersuchende Vertragspartei ein förmliches Durchlieferungsersuchen zu stellen.

Artikel 27

Anzuwendendes Recht

Soweit dieser Vertrag nichts anderes bestimmt, findet auf das Verfahren der vorläufigen Auslieferungshaft, der Auslieferung und der Durchlieferung das Recht des ersuchten Staates Anwendung.

Artikel 28

Anzuwendende Sprache

Die in Anwendung dieses Vertrags übermittelten Schriftstücke müssen in der Sprache des ersuchenden Staates abgefasst und mit beglaubigten Übersetzungen in die Sprache des ersuchten Staates versehen sein. Die Übersetzungskosten trägt der ersuchende Staat.

Artikel 29

Beglaubigung

Ein Haftbefehl sowie eine Niederschrift von Zeugenaussagen oder andere Beweismittel, die beeidet oder im Sinne des Artikels 14 Absatz 5 beigebracht worden sind, und ein verurteilendes Erkenntnis, das den Schuldspruch und gegebenenfalls den Strafausspruch enthält, oder beglaubigte Abschriften dieser Unterlagen werden bei der Prüfung des Ersuchens um Auslieferung zu Beweis Zwecken zugelassen,

- a) wenn sie bei einem Ersuchen, das von der Bundesrepublik Deutschland ausgeht, von einem Richter oder einem zuständigen Beamten unterschrieben, mit dem Amtssiegel des Bundesministers der Justiz bestätigt und von dem zuständigen Diplomaten oder Konsularbeamten der Vereinigten Staaten in der Bundesrepublik Deutschland beglaubigt sind oder

- b) wenn sie bei einem Ersuchen, das von den Vereinigten Staaten ausgeht, von einem Richter oder einem zuständigen Beamten unterschrieben, mit dem Amtssiegel des Aussenministeriums bestätigt und von dem zuständigen Diplomaten oder Konsularbeamten der Bundesrepublik Deutschland in den Vereinigten Staaten beglaubigt sind.

Artikel 30

Kosten

Kosten, die durch die Beförderung eines Verfolgten in den ersuchenden Staat entstehen, werden von diesem Staat getragen. Andere Kosten, die ein Auslieferungs- oder ein Durchlieferungsersuchen verursacht, werden vom ersuchten Staat gegen den ersuchenden Staat nicht geltend gemacht. Die zuständigen Justizbeamten des Staates, in dem das Auslieferungsverfahren stattfindet, unterstützen im Rahmen ihrer rechtlichen Möglichkeiten den ersuchenden Staat in jeder Weise vor den zuständigen Richtern und Beamten.

Artikel 31

Anwendungsbereich

Dieser Vertrag findet auf die vor und nach seinem Inkrafttreten begangenen und von Artikel 2 erfassten Straftaten Anwendung. Die Auslieferung wird jedoch nicht wegen einer Straftat bewilligt, die vor dem Inkrafttreten dieses Vertrags begangen worden ist und zur Zeit ihrer Begehung nach dem Recht beider Vertragsparteien nicht mit Strafe bedroht war.

Artikel 32

Begriffsbestimmungen

Im Sinne dieses Vertrags bedeutet der Ausdruck

- a) "Strafe" eine Freiheitsentziehung als Folge eines verurteilenden Erkenntnisses wegen einer Straftat;

- b) "Massregel der Besserung und Sicherung" jede die Freiheit entziehende Massregel, die durch ein Strafgericht neben oder anstelle einer Strafe angeordnet worden ist.

Artikel 33

Berlin-Klausel

- (1) Dieser Vertrag gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Vertrags eine gegenteilige Erklärung abgibt.
- (2) Bei der Anwendung dieses Vertrags auf das Land Berlin gelten Bezugnahmen auf die Bundesrepublik Deutschland oder deren Hoheitsgebiet auch als Bezugnahmen auf das Land Berlin.

Artikel 34

Ratifikation; Inkrafttreten; Kündigung

- (1) Dieser Vertrag bedarf der Ratifikation; die Ratifikationsurkunden werden so bald wie möglich in Washington D.C. ausgetauscht.
- (2) Dieser Vertrag tritt 30 Tage nach dem Austausch der Ratifikationsurkunden in Kraft.
- (3) Zwischen den Vertragsparteien beendet und ersetzt dieser Vertrag den zwischen den Vereinigten Staaten von Amerika und Deutschland am 12. Juli 1930 in Berlin unterzeichneten Auslieferungsvertrag.

- (4) Dieser Vertrag bleibt bis zum Ablauf eines Jahres nach dem Tag wirksam, an dem er von einer der Vertragsparteien schriftlich gekündigt wird.

Geschehen zu Bonn am 20. Juni 1978

in zwei Urschriften, jede in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist.

Für die Vereinigten
Staaten von Amerika

Für die Bundesrepublik
Deutschland

Walter Staezel

für Mr. LK

für Mr. Loh

Anhang

- 1) Mord
- 2) Vorsätzliche Tötung, auch unter mildernden Umständen, fahrlässige Tötung
- 3) Körperverletzung, auch mit Todesfolge
- 4) Ungesetzliche Abtreibung
- 5) Menschenraub, Verschleppung, Entführung, Freiheitsberaubung, Kindesraub
- 6) Notzucht, Vornahme unzüchtiger Handlungen unter Anwendung von Gewalt oder Drohung mit gegenwärtiger Gefahr für Leib und Leben, Missbrauch einer willenslosen oder bewusstlosen oder geisteskranken Frau zum Beischlaf, Blutschande, Doppel-ehe
- 7) Unzüchtige Handlungen mit Minderjährigen unter einem sowohl nach dem Recht des ersuchenden wie des ersuchten Staates bezeichneten Alter
- 8) Kuppelei, Zuhälterei
- 9) Schriftliche oder mit einem Ton- oder Bildträger, einer Abbildung oder Darstellung begangene Verleumdung oder üble Nachrede
- 10) Verletzung der Unterhaltspflicht, Aussetzung oder Verlassen minderjähriger oder abhängiger (hilfloser) Personen, denen gegenüber für den Täter eine Rechtspflicht besteht, wenn dadurch das Leben der minderjährigen oder abhängigen (hilflosen) Person gefährdet ist oder gefährdet wäre
- 11) Raub, einfacher und schwerer Diebstahl, Unterschlagung, Erpressung
- 12) Sachbeschädigung
- 13) Betrug, einschliesslich Straftaten gegen das Recht betreffend die verbotene Erlangung von Geld, Gegenständen oder Sicherheiten, die Untreue oder die Ausbeutung Minderjähriger
- 14) Straftaten gegen das Recht betreffend Fälschungen, einschliesslich der Herstellung gefälschter öffentlicher oder privater Urkunden, die Weitergabe oder das betrügerische Gebrauchen solcher Urkunden
- 15) Entgegennahme, Besitz oder Beförderung von Geld, Wertpapieren oder anderen Vermögensgegenständen um des eigenen Vorteils willen und in der Kenntnis, dass diese rechtswidrig erlangt worden sind (einschliesslich Hehlerei und Begünstigung im Zusammenhang mit einer Straftat in diesem Anhang)

- 16) Straftaten in bezug auf die Falschmünzerei
- 17) Meineid, falsche schriftliche oder mündliche, eidliche oder uneidliche Aussagen gegenüber einer Justizbehörde oder einer zur Abnahme von Eiden befugten Stelle
- 18) Brandstiftung
- 19) Rechtswidrige Behinderung eines Gerichtsverfahrens oder eines Verfahrens vor öffentlichen Dienststellen oder Störung der Untersuchung einer Zuwiderhandlung gegen das Strafgesetz durch Beeinflussung, Bestechung, Behinderung, Bedrohung oder Verletzung eines Gerichtsbeamten, Geschworenen, Zeugen oder ordnungsgemäss bevollmächtigten Untersuchungsführers durch jedwedes Mittel
- 20)
 - a) Rechtswidriger Gebrauch von Amtsgewalt, die zu Körperverletzung oder Verlust des Lebens, der Freiheit oder des Vermögens einer Person führt
 - b) Rechtswidrige Gewaltanwendung oder Drohung mit Gewalt im Zusammenhang mit oder Behinderung an einer Wahl oder Kandidatur für ein öffentliches Amt, dem Dienst als ehrenamtlicher Richter, der Beschäftigung im öffentlichen Dienst oder dem Empfang oder Genuss von Vorteilen, die öffentliche Dienststellen gewähren
- 21) Befreiung oder Entweichenlassen von Häftlingen, Gefangenenmeuterei
- 22) Straftaten in bezug auf das Recht gegen Bestechung
- 23) Landfriedensbruch
- 24) Zuwiderhandlungen nach den Strafvorschriften gegen den unerlaubten Betrieb von Glücksspielen
- 25) Jede vorsätzliche Gefährdung der Sicherheit von Personen, die mit der Eisenbahn, einem Luft- oder Wasserfahrzeug oder einem sonstigen Beförderungsmittel reisen
- 26) Seeräuberei entgegen Gesetz oder Völkerrecht; Meuterei oder Aufruhr an Bord gegen die Befehlsgewalt des Kapitäns oder Kommandanten eines Luft- oder Wasserfahrzeugs; Handlungen, die darauf abzielen, durch Gewalt oder Drohung mit Gewalt ein Luft- oder Wasserfahrzeug in Besitz zu nehmen oder die Herrschaft darüber auszuüben
- 27)
 - a) Straftaten gegen das Recht betreffend die Ein-, Aus- oder Durchfuhr von Gütern, Gegenständen oder Waren

- b) Straftaten in bezug auf vorsätzliche Hinterziehung oder Verkürzung von Steuern, Zöllen und sonstigen Abgaben
 - c) Straftaten gegen das Recht betreffend den internationalen Kapitalverkehr
- 28) Zuwiderhandlungen nach den Strafvorschriften der Konkursordnung
 - 29) Straftaten gegen das Recht betreffend Suchtstoffe, Teile der Cannabis-Pflanze und Zubereitungen daraus, halluzinogene Stoffe, Kokain und seine Abkömmlinge und andere gefährliche Stoffe
 - 30) Straftaten gegen das Recht betreffend die unerlaubte Herstellung oder den Verkehr mit giftigen Chemikalien oder anderen der Gesundheit abträglichen Stoffen
 - 31) Straftaten gegen das Recht betreffend Feuerwaffen, Munition, Sprengstoffe, Zündeinrichtungen oder Kernmaterialien
 - 32) Straftaten gegen das Recht betreffend den Verkauf, die Beförderung und den Kauf von Wertpapieren oder Waren
 - 33) Jede andere Straftat, derentwegen die Auslieferung nach dem Recht beider Vertragsparteien gewährt werden kann.

PROTOKOLL

Anläßlich der heutigen Unterzeichnung des Auslieferungsvertrags zwischen den Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland haben die unterzeichneten Bevollmächtigten Einvernehmen darüber erzielt, daß Artikel 4 Absatz 3 Buchstabe b des Vertrags und Nummer 20 Buchstabe b des Anhangs dazu wie folgt auszulegen sind:

- (1) Im Hinblick auf die Auslegung von Artikel 4 Absatz 3 Buchstabe b stimmen die Vertragsparteien überein, daß diese Bestimmung zur Zeit des Vertragsabschlusses beispielsweise betrifft das Übereinkommen vom 16. Dezember 1970 zur Bekämpfung der widerrechtlichen Inbesitznahme von Luftfahrzeugen, das Übereinkommen vom 23. September 1971 zur Bekämpfung widerrechtlicher Handlungen gegen die Sicherheit der Zivilluftfahrt und das Übereinkommen vom 14. Dezember 1973 über die Verhütung, Verfolgung und Bestrafung von Straftaten gegen völkerrechtlich geschützte Personen einschließlich Diplomaten.
- (2) Die Vertragsparteien legen Nummer 20 Buchstabe b des Anhangs zum Vertrag übereinstimmend so aus, daß die Begriffe "jury service" und "ehrenamtlicher Richter" Personen betreffen, die in der Rechtspflege beider Vertragsparteien vergleichbare Funktionen ausüben

(in den Vereinigten Staaten von Amerika: Mitglieder einer Jury; in der Bundesrepublik Deutschland: Mitglieder eines Gerichts, die nicht Berufsrichter sind).

Geschehen zu Bonn
am 20. Juni 1978

in zwei Urschriften, jede in englischer und deutscher Sprache,
wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Vereinigten
Staaten von Amerika

Walter Staessle

Für die Bundesrepublik
Deutschland

für Mr. Lu

für Mr. Lu

TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

***Implementing agreement signed at Ankara April 22, 1980;
Entered into force April 22, 1980;
Effective January 14, 1980.***

IMPLEMENTING AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING
OF CERTAIN DEBTS OWED TO
THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Implementing Agreement dated 22 April 1980

between the United States of America and the Republic of Turkey.

Whereas, the United States of America, acting through the Agency for International Development ("A.I.D.") has made certain loans to, or for the benefit of, the Republic of Turkey ("Turkey");

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an understanding reached by the Government of the United States and the OECD Consortium including the United States, dated July 25, 1979, on the rescheduling and consolidation of Turkey's debts;

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an agreement regarding the consolidation and rescheduling of certain debts owed to, guaranteed or insured by the United States Government and its Agencies, dated December 11, 1979^[1] (the "Rescheduling Agreement"); and

Whereas, the Rescheduling Agreement is to be implemented by separate agreements (the "Implementing Agreements") between Turkey and the United States and certain United States Agencies, including A.I.D.;

Now therefore, the parties hereto agree as follows:

PART I. RESCHEDULED DEBT

Certain debts incurred by Turkey and owing to A.I.D. pursuant to the loan agreements listed in Schedule A attached hereto are hereby rescheduled as provided in this Agreement.

¹ TIAS 9783; *ante*, p. 1461.

For purposes of this Agreement, "Debt" means the following obligations with respect to loan agreements executed prior to January 1, 1978: the sum of principal and interest payable with respect to loan agreements having an original maturity of more than one year, due between July 1, 1979 and June 30, 1980 inclusive.

"Consolidated Debt" means eighty-five percent (85 percent) of the dollar amount of the debt described above, and "non-consolidated debt" shall mean the remaining fifteen percent (15 percent) of the debt described above.

SECTION 1. CONSOLIDATED DEBT

Turkey shall pay to A.I.D. the consolidated debt as set forth in Schedule B amounting to \$35,671,218.25 in ten (10) equal installments of \$3,567,121.82 payable on July 1, and January 2 each year commencing on July 1, 1983, with the final installment due on January 2, 1988.

Turkey shall pay to A.I.D. interest at the rate of 2.8 percent per annum on the outstanding balance of the consolidated debt and on any due and unpaid interest thereon. Interest on such amounts shall accrue from July 1, 1979 or on such later date as such amounts may become due and shall be paid semiannually on January 2 and July 1 of each year, commencing on January 2, 1980.

SECTION 2. NON-CONSOLIDATED DEBT

Turkey shall pay to A.I.D. the non-consolidated debt as set forth in Schedule C amounting to \$6,294,920.82 in three (3) approximately equal semiannual installments payable on April 1, 1980, October 1, 1980, and April 1, 1981.

Turkey shall pay to A.I.D. interest at the rate of 2.8 percent per annum on the outstanding balance of the non-consolidated debt and on any due and unpaid interest thereon. Interest on such amounts accrue from July 1, 1979 or on such later date as such amounts may become due and shall be paid semiannually on April 1 and October 1 of each year, commencing April 1, 1980.

PART II. GENERAL PROVISIONS

SECTION 1. OTHER OBLIGATIONS

Except as otherwise expressly provided herein, all obligations including payments of debts other than those consolidated and rescheduled hereunder, which become due and payable by Turkey to A.I.D. pursuant to each of the Agreements shall be paid in accordance with the existing terms of each of the Agreements. To the extent not modified by this Agreement, the existing terms and conditions of such Loan Agreements, including events of default and remedies upon default, remain in full force and effect.

SECTION 2. ADJUSTMENT.

The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of the Rescheduling Agreement.

SECTION 3. APPLICATION OF PAYMENT

Any payment pursuant to Part I, Section 1, hereof will be applied first to accrued interest on consolidated debt and then to repayment of principal of such debt. Any payment pursuant to Part I, Section 2, hereof will be applied first to accrued interest on non-consolidated debt and then to repayment of principal of such debt. Subject to the preceding, Turkey shall have the right to prepay without penalty any portion of the debt due hereunder, provided that Turkey is not otherwise in default on any payment due under the Loan Agreements listed in Schedule A. Any such prepayment will first be applied to the non-consolidated debt and then to consolidated debt.

SECTION 4. PLACE AND CURRENCY OF PAYMENT

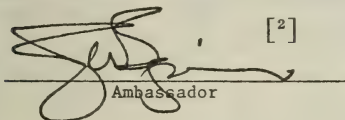
Payments hereunder shall be in U.S. Dollars and shall be delivered to the Federal Reserve Bank, New York, for credit to the Agency for International Development (Account No. 72-00-0001).

SECTION 5. ENTRY INTO FORCE

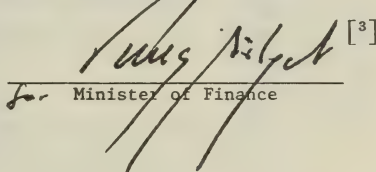
This Implementing Agreement shall enter into force upon receipt by Turkey of written notice that domestic United States laws and regulations covering debt rescheduling concerning the Rescheduling Agreement have been complied with. ^[1]

In witness whereof, A.I.D. and Turkey, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their respective names and delivered as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA

^[2]
Ambassador

FOR THE REPUBLIC OF TURKEY

^[3]
for Minister of Finance¹ Jan. 14, 1980.² J. W. Spain.³ Tunc Bilget.

Schedule ARESCHEDULED LOANSAgency for International Development

277-A-020	277-H-054	277-H-080
277-B-001	277-H-056	277-H-081
277-B-002	277-H-058	277-H-082
277-B-003	277-H-059	277-H-083
277-H-033	277-H-060	277-H-084
277-H-035	277-H-062	277-H-085
277-H-036	277-H-063	277-H-086
277-H-042	277-H-066	277-H-087
277-H-043	277-H-068	277-H-088
277-H-044	277-H-069	277-H-089
277-H-048	277-H-070	277-H-091
277-H-049A	277-H-071	277-H-092
277-H-050A	277-H-074	277-H-093
277-H-051	277-H-076	277-H-094
277-H-052	277-H-077	277-K-095
	277-H-078	

TURKEY DEBT RESCHEDULING
CONSOLIDATED DEBT 7-01-79 THRU 6-30-80

SCHEDULE A					
Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 85%
277-H-056	11-23-79	\$52,965.68	\$48,647.14	\$101,612.82	\$45,020.83
	5-23-80	53,627.75	47,985.07	101,612.82	45,583.59
277-H-058	10-07-79	980,566.92	880,250.28	1,860,817.20	833,481.88
	4-07-80	992,824.00	867,993.19	1,860,817.19	843,900.40
277-H-059	11-03-79	28,985.27	28,408.69	57,393.96	24,637.48
	5-03-80	29,347.59	28,046.38	57,393.97	24,945.45
277-H-060	9-24-79	53,525.63	53,795.09	107,320.72	45,496.79
	3-24-80	54,194.69	53,126.02	107,320.71	46,065.49
277-H-062	7-28-79	30,166.07	29,571.22	59,737.29	25,641.16
	1-28-80	30,543.15	29,194.14	59,737.29	25,961.68
277-H-063	9-22-79	363,902.08	365,734.04	729,636.12	309,316.77
	3-22-80	368,450.86	361,185.26	729,636.12	313,183.23
277-H-066	7-06-79	831,596.11	797,709.33	1,629,305.44	706,856.69
	1-06-80	841,991.06	787,314.37	1,629,305.43	715,692.40
277-H-068	10-23-79	22,988.03	25,451.93	48,439.96	19,539.83
	4-23-80	23,275.38	25,164.58	48,439.96	19,784.07
277-H-069	8-07-79	138,639.52	142,808.69	281,448.21	117,843.59
	2-07-80	140,372.52	141,075.69	281,448.21	119,316.64
277-H-070	12-18-79	307,147.13	316,391.38	623,538.51	261,075.06
	6-18-80	310,986.47	312,552.04	623,538.51	264,338.50
					Consolidated Interest 85%
					\$41,350.07
					\$86,370.90
					86,370.90
					1,581,694.62
					1,581,694.61
					48,784.87
					48,784.87
					91,222.62
					91,222.61
					50,776.70
					50,776.70
					310,873.93
					620,190.70
					307,007.47
					678,052.93
					669,217.21
					1,384,909.61
					41,173.97
					21,389.89
					121,387.39
					239,230.98
					119,914.34
					261,075.06
					265,669.23
					530,007.73
					530,007.73

TURKEY DEBT RESCHEDULING—Continued
CONSOLIDATED DEBT 7-01-79 THRU 6-30-80

Loan No.	Due Date	Principal		Interest	Total	Consolidated		Consolidated Interest 85%	Total Consolidated
						Principal	85%		
277-H-071	9-19-79	\$172,501.61		\$177,658.74	\$350,160.35	\$146,626.37		\$151,009.93	\$297,636.30
	3-19-80	174,657.88		175,502.47	350,160.35	148,459.20		149,177.10	297,636.30
277-H-074	11-08-79	763,040.35		760,813.01	1,523,853.36	648,584.30		646,691.06	1,295,275.36
	5-08-80	772,578.36		751,275.00	1,523,853.36	656,691.61		638,583.75	1,295,275.36
277-H-076	9-12-79	332,191.34		367,796.06	699,987.40	282,362.64		312,626.65	594,989.29
	3-12-80	336,343.73		363,643.66	699,987.39	285,892.17		309,097.11	594,989.28
277-H-077	9-26-79	22,482.75		24,307.59	46,790.34	19,110.34		20,661.45	39,771.79
	3-26-80	22,763.79		24,026.56	46,790.35	19,349.22		20,422.58	39,771.80
277-H-078	9-16-79	184,459.26		136,017.81	320,477.07	156,790.37		115,615.14	272,405.51
	3-16-80	184,459.26		133,112.08	317,571.34	156,790.37		113,145.27	269,935.64
277-H-080	11-22-79	-0-		19,933.95	19,933.95	-0-		16,943.86	16,943.86
	5-22-80	43,964.67		19,933.95	63,898.62	37,369.97		16,943.86	54,313.83
277-H-081	12-10-79	26,518.59		27,989.66	54,508.25	22,540.80		23,791.21	46,332.01
	6-10-80	26,850.07		27,658.18	54,508.25	22,822.56		23,509.45	46,332.01
277-H-082	7-17-79	37,301.22		41,224.54	78,525.76	31,706.04		35,040.86	66,746.90
	1-17-80	37,767.48		40,758.28	78,525.76	32,102.36		34,644.54	66,746.90
277-H-083	7-09-79	48,415.40		21,951.95	70,367.35	41,153.09		18,659.16	59,812.25
	1-09-80	49,023.29		54,274.65	103,297.94	41,669.80		46,133.45	87,803.25
Page Totals		\$8,891,414.96		\$8,510,282.67	\$17,401,697.63	\$7,557,702.74		\$7,233,740.28	\$14,791,443.02

TURKEY DEBT RESCHEDULEDING
CONSOLIDATED DEBT 7-01-79 THRU 6-30-80

Loan No.	Due Date	Principal	Interest	Total	SCHEDULE B		
					Consolidated Principal 85%	Consolidated Interest 85%	Total Consolidated
277-H-084 -----	12-16-79	\$83, 157. 77	\$92, 070. 73	\$175, 228. 50	\$70, 684. 10	\$78, 260. 12	\$148, 944. 22
	6-16-80	84, 197. 24	91, 031. 26	175, 228. 50	71, 567. 65	77, 376. 57	148, 944. 22
277-H-085 -----	7-05-79	446, 843. 50	483, 112. 34	929, 955. 84	379, 816. 98	410, 645. 49	790, 462. 47
	1-05-80	452, 429. 04	477, 526. 79	929, 955. 83	384, 564. 68	405, 897. 77	790, 462. 45
277-H-086 -----	11-17-79	29, 781. 98	26, 858. 96	56, 640. 94	25, 314. 68	22, 830. 12	48, 144. 80
	5-17-80	30, 154. 26	33, 201. 42	63, 355. 68	25, 631. 12	28, 221. 21	53, 852. 33
277-H-087 -----	7-06-79	—	49, 827. 32	49, 827. 32	—	42, 353. 22	42, 353. 22
	1-06-80	—	49, 827. 32	49, 827. 32	—	42, 353. 22	42, 353. 22
277-H-088 -----	7-19-79	—	119, 753. 91	119, 753. 91	—	101, 790. 82	101, 790. 82
	1-19-80	197, 128. 29	119, 753. 91	316, 882. 20	167, 559. 05	101, 790. 82	269, 349. 87
277-H-089 -----	7-11-79	393, 228. 00	387, 247. 29	780, 475. 29	334, 243. 80	329, 160. 20	663, 404. 00
	1-11-80	399, 126. 42	574, 972. 51	974, 098. 93	339, 257. 46	488, 726. 63	827, 984. 09
277-H-091 -----	10-19-79	—	578, 352. 15	578, 352. 15	—	491, 599. 33	491, 599. 33
	4-19-80	—	578, 352. 15	578, 352. 15	—	491, 599. 33	491, 599. 33
277-H-092 -----	8-28-79	—	241, 796. 31	241, 796. 31	—	205, 526. 86	205, 526. 86
	2-28-80	—	241, 796. 31	241, 796. 31	—	205, 526. 86	205, 526. 86
277-H-093 -----	11-18-79	—	400, 000. 00	400, 000. 00	—	340, 000. 00	340, 000. 00
	5-18-79	—	400, 000. 00	400, 000. 00	—	340, 000. 00	340, 000. 00
277-H-094 -----	7-02-79	—	89, 716. 09	89, 716. 09	—	76, 258. 68	76, 258. 68
	1-02-80	—	89, 716. 09	89, 716. 09	—	76, 258. 68	76, 258. 68
277-K-095 -----	9-24-79	134, 841. 42	94, 179. 87	229, 021. 29	114, 615. 21	80, 052. 89	194, 668. 10
	3-24-80	136, 189. 84	92, 831. 45	229, 021. 29	115, 701. 36	78, 906. 73	194, 668. 09
Page Totals-----		\$2, 387, 077. 76	\$5, 311, 924. 18	\$7, 699, 001. 94	\$2, 029, 016. 09	\$4, 515, 135. 55	\$6, 544, 151. 64
Grand Totals-----		\$24, 881, 487. 66	\$17, 084, 651. 41	\$41, 966, 139. 07	\$21, 149, 264. 54	\$14, 521, 953. 71	\$35, 671, 218. 25

TURKEY DEBT RESCHEDULED

CONSOLIDATED DEBT 7-01-79 THRU 6-30-80

SCHEDULE B

Loan No.	Due Date	Principal	Interest	Total	Consolidated Principal 85%	Consolidated Interest 85%	Total Consolidated
277-B-001	12-30-79	\$680,000.00	\$73,500.00	\$753,500.00	\$578,000.00	\$62,475.00	\$640,475.00
	6-30-80	680,000.00	67,000.00	747,000.00	578,000.00	56,950.00	634,950.00
277-B-002	12-30-79	802,783.01	92,546.52	895,329.53	682,365.56	78,664.54	761,030.10
	6-30-80	812,817.80	82,511.73	895,329.53	690,895.13	70,134.97	761,030.10
277-B-003	12-30-79	231,837.58	50,978.66	282,816.24	197,061.94	43,301.86	240,393.80
	6-30-80	234,735.55	48,080.69	282,816.24	199,525.22	40,868.58	240,393.80
277-A-020	10-02-79	2,270,178.95	345,649.94	2,615,828.89	1,929,652.11	293,802.45	2,223,454.56
	4-02-80	2,335,446.59	280,382.30	2,615,828.89	1,985,129.60	238,324.96	2,223,454.56
277-H-033	8-24-79	163,743.08	31,929.90	195,672.98	139,181.62	27,140.42	166,322.04
	2-24-80	163,743.08	31,315.86	195,058.94	139,181.62	26,618.48	165,800.10
277-H-035	9-30-79	400,533.26	73,578.52	474,111.78	340,453.27	62,541.74	402,995.01
	3-30-80	400,533.26	72,076.52	472,609.78	340,453.27	61,265.04	401,718.31
277-H-036	10-16-79	5,147.24	965.11	6,112.35	4,375.15	820.34	5,195.49
	4-16-80	5,147.24	945.80	6,093.04	4,375.15	803.93	5,179.08
277-H-042	9-21-79	44,900.46	8,587.21	53,487.67	38,165.39	7,299.13	45,464.52
	3-21-80	44,900.46	8,418.84	53,319.30	38,165.39	7,156.01	45,321.40

277-H-043-----	10-25-79	572, 009.52	102, 560.25	674, 569.77	486, 208.09	87, 176.21	573, 384.30
	4-25-80	572, 009.52	100, 415.22	672, 424.74	486, 208.09	85, 352.94	571, 561.03
277-H-044-----	8-01-79	295, 974.87	57, 715.10	353, 689.97	251, 578.64	49, 057.84	300, 636.48
	2-01-80	295, 974.87	56, 605.19	352, 580.06	251, 578.64	48, 114.41	299, 693.05
277-H-048-----	12-12-79	932, 366.09	598, 337.49	1, 530, 703.58	792, 511.18	508, 586.87	1, 301, 098.05
	6-12-80	941, 689.75	589, 013.83	1, 530, 703.58	800, 436.29	500, 661.75	1, 301, 098.04
277-H-049A-----	12-01-79	64, 458.56	44, 764.27	109, 222.83	54, 789.78	38, 049.63	92, 839.41
	6-01-80	65, 103.15	44, 119.68	109, 222.83	55, 337.68	37, 501.73	92, 839.41
277-H-050A-----	12-30-79	32, 750.42	22, 194.59	54, 945.01	27, 837.86	18, 865.40	46, 703.26
	6-30-80	33, 077.92	21, 867.09	54, 945.01	28, 116.23	18, 587.03	46, 703.26
277-H-051-----	10-27-79	11, 745.14	8, 355.62	20, 100.76	9, 983.37	7, 102.28	17, 085.65
	4-27-80	11, 862.60	8, 238.16	20, 100.76	10, 083.21	7, 002.44	17, 085.65
277-H-052-----	7-28-79	4, 011.29	2, 853.67	6, 864.96	3, 409.60	2, 425.62	5, 835.22
	1-28-80	4, 051.40	2, 813.56	6, 864.96	3, 443.69	2, 391.53	5, 835.22
277-H-053-----	11-22-79	197, 913.63	137, 444.25	335, 357.88	168, 226.59	116, 827.61	285, 054.20
	5-22-80	199, 892.77	135, 465.11	335, 357.88	169, 908.85	115, 145.34	285, 054.19
277-H-054-----	12-30-79	45, 599.94	30, 834.94	76, 434.88	38, 759.95	26, 209.70	64, 969.65
	6-30-80	46, 055.94	30, 378.94	76, 434.88	39, 147.55	25, 822.10	64, 969.65
Page Totals-----		\$13, 602, 994.94	\$3, 262, 444.56	\$16, 865, 439.50	\$11, 562, 545.71	\$2, 773, 077.88	\$14, 335, 623.59

TURKEY DEBT RESCHEDULEDULING
NON-CONSOLIDATED DEBT 7-01-79 THRU 6-30-80

SCHEDULE C

Loan No.	Due Date	Principal	Interest	Total	Non-		Non-	
					Consolidated Principal 15%	Consolidated Interest 15%	Total 15% Non-Consolidated	Consolidated
277-H-059	11-03-79	\$28,985.27	\$28,408.69	\$57,393.96	\$4,347.79	\$4,261.30	\$8,609.09	
	5-03-80	29,347.59	28,046.38	57,393.97	4,402.14	4,206.96	8,609.10	
277-H-060	9-24-79	53,525.63	53,795.09	107,320.72	8,028.84	8,069.26	16,098.10	
	3-24-80	54,194.69	53,126.02	107,320.71	8,129.20	7,968.90	16,098.10	
277-H-062	7-28-79	30,166.07	29,571.22	59,737.29	4,524.91	4,435.68	8,960.59	
	1-28-80	30,543.15	29,194.14	59,737.29	4,581.47	4,379.12	8,960.59	
277-H-063	9-22-79	363,902.08	365,734.04	729,636.12	54,585.31	54,860.11	109,445.42	
	3-22-80	368,450.86	361,185.26	729,636.12	55,267.63	54,177.79	109,445.42	
277-H-066	7-06-79	831,596.11	797,709.33	1,629,305.44	124,739.42	119,656.40	244,395.82	
	1-06-80	841,991.06	787,314.37	1,629,305.43	126,298.66	118,097.16	244,395.82	
277-H-068	10-23-79	22,988.03	25,451.93	48,439.96	3,448.20	3,817.79	7,265.99	
	4-23-80	23,275.38	25,164.58	48,439.96	3,491.31	3,774.69	7,266.00	
277-H-069	8-07-79	138,639.52	142,808.69	281,448.21	20,795.93	21,421.30	42,217.23	
	2-07-80	140,372.52	141,075.69	281,448.21	21,055.88	21,161.35	42,217.23	
277-H-070	12-18-79	307,147.13	316,391.38	623,538.51	46,072.07	47,458.71	93,530.78	
	6-18-80	310,986.47	312,552.04	623,538.51	46,647.97	46,882.81	93,530.78	
277-H-071	9-19-79	172,501.61	177,658.74	350,160.35	25,875.24	26,648.81	52,524.05	
	3-19-80	174,657.88	175,502.47	350,160.35	26,198.68	26,325.37	52,524.05	

277-H-074-----	11-08-79	763, 040. 35	760, 813. 01	1, 523, 853. 36	114, 456. 05	114, 121. 95	228, 578. 00
	5-08-80	772, 578. 36	751, 275. 00	1, 523, 853. 36	115, 886. 75	112, 691. 25	228, 578. 00
277-H-076-----	9-12-79	332, 191. 34	367, 796. 06	699, 987. 40	49, 828. 70	55, 169. 41	104, 998. 11
	3-12-80	336, 343. 73	363, 643. 66	699, 987. 39	50, 451. 56	54, 546. 55	104, 998. 11
277-H-077-----	9-26-79	22, 482. 75	24, 307. 59	46, 790. 34	3, 372. 41	3, 646. 14	7, 018. 55
	3-26-80	22, 763. 79	24, 026. 56	46, 790. 35	3, 414. 57	3, 603. 98	7, 018. 55
277-H-078-----	9-16-79	184, 459. 26	136, 017. 81	320, 477. 07	27, 668. 89	20, 402. 67	48, 071. 56
	3-16-80	184, 459. 26	133, 112. 08	317, 571. 34	27, 668. 89	19, 966. 81	47, 635. 70
277-H-080-----	11-22-79	-0-	19, 933. 95	19, 933. 95	-0-	2, 990. 09	2, 990. 09
	5-22-80	43, 964. 67	19, 933. 95	63, 898. 62	6, 594. 70	2, 990. 09	9, 584. 79
277-H-081-----	12-10-79	26, 518. 59	27, 989. 66	54, 508. 25	3, 977. 79	4, 198. 45	8, 176. 24
	6-10-80	26, 850. 07	27, 658. 18	54, 508. 25	4, 027. 51	4, 148. 73	8, 176. 24
277-H-082-----	7-17-79	37, 301. 22	41, 224. 54	78, 525. 76	5, 595. 18	6, 183. 68	11, 778. 86
	1-17-80	37, 767. 48	40, 758. 28	78, 525. 76	5, 665. 12	6, 113. 74	11, 778. 86
277-H-083-----	7-09-79	48, 415. 40	21, 951. 95	70, 367. 35	7, 262. 31	3, 292. 79	10, 555. 10
	1-09-80	49, 023. 29	54, 274. 65	103, 297. 94	7, 353. 49	8, 141. 20	15, 494. 69
277-H-084-----	12-16-79	83, 157. 77	92, 070. 73	175, 228. 50	12, 473. 67	13, 810. 61	26, 284. 28
	6-16-80	84, 197. 24	91, 031. 26	175, 228. 50	12, 629. 59	13, 654. 69	26, 284. 28
277-H-085-----	7-05-79	446, 843. 50	483, 112. 34	929, 955. 84	67, 026. 52	72, 466. 85	139, 493. 37
	1-05-80	452, 429. 04	477, 526. 79	929, 955. 83	67, 864. 36	71, 629. 02	139, 493. 38
277-H-086-----	11-17-79	29, 781. 98	26, 858. 96	56, 640. 94	4, 467. 30	4, 028. 84	8, 496. 14
	5-17-80	30, 154. 26	33, 201. 42	63, 355. 68	4, 523. 14	4, 980. 21	9, 503. 35
Page Totals-----		\$7, 937, 994. 40	\$7, 869, 208. 49	\$15, 807, 202. 89	\$1, 190, 699. 15	\$1, 180, 381. 26	\$2, 371, 080. 41

TURKEY DEBT RESCHEDULING
NON-CONSOLIDATED DEBT 7-01-79 THRU 6-30-80

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated			SCHEDULE C	
					Principal	15%	Interest	Total 15%	Non-Consolidated
277-B-001-----	12-30-79	\$680,000.00	\$73,500.00	\$753,500.00	\$102,000.00		\$11,025.00	\$113,025.00	
	6-30-80	680,000.00	67,000.00	747,000.00	102,000.00		10,050.00	112,050.00	
277-B-002-----	12-30-79	802,783.01	92,546.52	895,329.53	120,417.45		13,881.98	134,299.43	
	6-30-80	812,817.80	82,511.73	895,329.53	121,922.67		12,376.76	134,299.43	
277-B-003-----	12-30-79	231,837.58	50,978.66	282,816.24	34,775.64		7,646.80	42,422.44	
	6-30-80	234,735.55	48,080.69	282,816.24	35,210.33		7,212.11	42,422.44	
277-A-020-----	10-02-79	2,270,178.95	345,649.94	2,615,828.89	340,526.84		51,847.49	392,374.33	
	4-02-80	2,335,446.59	280,382.30	2,615,828.89	350,316.99		42,057.34	392,374.33	
277-H-033-----	8-24-79	163,743.08	31,929.90	195,672.98	24,561.46		4,759.48	29,350.94	
	2-24-80	163,743.08	31,315.86	195,058.94	24,561.46		4,697.38	29,258.84	
277-H-035-----	9-30-79	400,533.26	73,578.52	474,111.78	60,079.99		11,036.78	71,116.77	
	3-30-80	400,533.26	72,076.52	472,609.78	60,079.99		10,811.48	70,891.47	
277-H-036-----	10-16-79	5,147.24	965.11	6,112.35	772.09		144.77	916.86	
	4-16-80	5,147.24	945.80	6,093.04	772.09		141.87	913.96	
277-H-042-----	9-21-79	44,900.46	8,587.21	53,487.67	6,735.07		1,288.08	8,023.15	
	3-21-80	44,900.46	8,418.84	53,319.30	6,735.07		1,262.83	7,997.90	
277-H-043-----	10-25-79	572,009.52	102,560.25	674,569.77	85,801.43		15,384.04	101,185.47	
	4-25-80	572,009.52	100,415.22	672,424.74	85,801.43		15,062.28	100,863.71	

277-H-044-----	8-01-79	295,974.87	57,715.10	353,689.97	44,396.23	8,657.26	53,053.49
	2-01-80	295,974.87	56,605.19	352,580.06	44,396.23	8,490.78	52,887.01
277-H-048-----	12-12-79	932,366.09	598,337.49	1,530,703.58	139,854.91	89,750.62	229,605.53
	6-12-80	941,689.75	589,013.83	1,530,703.58	141,253.46	88,352.08	229,605.54
277-H-049A-----	12-01-79	64,458.56	44,764.27	109,222.83	9,668.78	6,714.64	16,383.42
	6-01-80	65,103.15	44,119.68	109,222.83	9,765.47	6,617.95	16,383.42
277-H-050A-----	12-30-79	32,750.42	22,194.59	54,945.01	4,912.56	3,329.19	8,241.75
	6-30-80	33,077.92	21,867.09	54,945.01	4,961.69	3,280.06	8,241.75
277-H-051-----	10-27-79	11,745.14	8,355.62	20,100.76	1,761.77	1,253.34	3,015.11
	4-27-80	11,862.60	8,238.16	20,100.76	1,779.39	1,235.72	3,015.11
277-H-052-----	7-28-79	4,011.29	2,853.67	6,864.96	601.69	428.05	1,029.74
	1-28-80	4,051.40	2,813.56	6,864.96	607.71	422.03	1,029.74
277-H-053-----	11-22-79	197,913.63	137,444.25	335,357.88	29,687.04	20,616.64	50,303.68
	5-22-80	199,892.77	135,465.11	335,357.88	29,983.92	20,319.77	50,303.69
277-H-054-----	12-30-79	45,599.94	30,834.94	76,434.88	6,839.99	4,625.24	11,465.23
	6-30-80	46,055.94	30,378.94	76,434.88	6,908.39	4,556.84	11,465.23
277-H-056-----	11-23-79	52,965.68	48,647.14	101,612.82	7,944.85	7,297.07	15,241.92
	5-23-80	53,627.75	47,985.07	101,612.82	8,044.16	7,197.76	15,241.92
277-H-058-----	10-07-79	980,566.92	880,250.28	1,860,817.20	147,085.04	132,037.54	279,122.58
	4-07-80	992,824.00	867,993.19	1,860,817.19	148,923.60	130,198.98	279,122.58
Page Totals-----		\$15,682,979.29	\$5,107,320.24	\$20,790,299.53	\$2,352,446.88	\$766,098.03	\$3,118,544.91

TURKEY DEBT RESCHEDULING									
NON-CONSOLIDATED DEBT 7-01-79 THRU 6-30-80									
Loan No.	Due Date	Principal	Interest	Total	Non-		Non-Consolidated Interest 15%	Non-Consolidated	Total 15% Consolidated
					Principal	15%			
277-H-087	7-06-79	-0-	\$49,827.32	\$49,827.32		-0-		\$7,474.10	\$7,474.10
277-H-088	1-06-80	-0-	49,827.32	49,827.32		-		7,474.10	7,474.10
	7-19-79	-0-	119,753.91	119,753.91		-0-		17,963.09	17,963.09
277-H-089	1-19-80	\$197,128.29	119,753.91	316,882.20	\$29,569.24			17,963.09	47,532.33
	7-11-79	393,228.00	387,247.29	780,475.29	58,984.20			58,087.09	117,071.29
277-H-091	1-11-80	399,126.42	574,972.51	974,098.93	59,868.96			86,245.88	146,114.84
	10-19-79	-	578,352.15	578,352.15		-0-		86,752.82	86,752.82
277-H-092	4-19-80	-	578,352.15	578,352.15		-0-		86,752.82	86,752.82
	8-28-79	-	241,796.31	241,796.31		-0-		36,269.45	36,269.45
277-H-093	2-28-80	-	241,796.31	241,796.31		-0-		36,269.45	36,269.45
	11-18-79	-	400,000.00	400,000.00		-0-		60,000.00	60,000.00
277-H-094	5-18-80	-	400,000.00	400,000.00		-0-		60,000.00	60,000.00
	7-02-79	-	89,716.09	89,716.09		-0-		13,457.41	13,457.41
277-K-095	1-02-80	-	89,716.09	89,716.09		-0-		13,457.41	13,457.41
	9-24-79	134,841.42	94,179.87	229,021.29	20,226.21			14,126.98	34,353.19
Page Totals	3-24-80	136,189.84	92,831.45	229,021.29	20,428.48			13,924.72	34,353.20
		\$1,260,513.97	\$4,108,122.68	\$5,368,636.65	\$189,077.09			\$616,218.41	\$805,295.50
Grand Totals		\$24,881,487.66	\$17,084,651.41	\$41,966,139.07	\$3,732,223.12			\$2,562,697.70	\$6,294,920.82

PANAMA

Prisoner Transfer

Treaty signed at Panamá January 11, 1979;
Transmitted by the President of the United States of America to
the Senate July 30, 1979 (S. Ex. Z, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations
November 20, 1979 (S. Ex. Rep. No. 96-25, 96th Cong., 1st Sess.);
Advice and consent to ratification by the Senate November 30,
1979;
Ratified by the President December 17, 1979;
Ratified by Panama June 23, 1980;
Ratifications exchanged at Washington June 27, 1980;
Proclaimed by the President August 5, 1980;
Entered into force June 27, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Republic of Panama on the Execution of Penal Sentences, signed at Panama on January 11, 1979, the text of which Treaty, in the English and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 30, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on December 17, 1979, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Republic of Panama;

It is provided in Article XIII of the Treaty that the Treaty shall enter into force on the date of the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on June 27, 1980; and accordingly the Treaty entered into force on that date;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after June 27, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of August in the year of our Lord one thousand nine hundred eighty and of the
[SEAL] Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:

EDMUND MUSKIE

Secretary of State

TREATY BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF PANAMA
ON THE EXECUTION OF PENAL SENTENCES

Whereas: The United States of America and the Republic of Panama, agreeing on the necessity of mutual cooperation in combatting crime insofar as the effects of such crime extend beyond their borders and with the purpose of assuring the better administration of justice through adequate procedures that facilitate the social rehabilitation of prisoners,

Whereas: Paragraph 11 of Article IX, of the Panama Canal Treaty of September 7, 1977 (The Panama Canal Treaty), provides that "The Parties shall conclude an agreement whereby nationals of either State, who are sentenced by the courts of the other State, and who are not domiciled therein, may elect to serve their sentences in their State of nationality",

Consequently, they have agreed to enter into a Treaty on the Execution of Penal Sentences in the following terms:

ARTICLE I

(1) Sentences imposed by a court of the Republic of Panama on nationals of the United States of America may be served in penal institutions of the United States of America or under the supervision of its authorities in accordance with the provisions of this Treaty.

(2) Sentences imposed by a court of the United States of America, or a state thereof, on nationals of the Republic of Panama may be served in penal institutions of the Republic of Panama or under the supervision of its authorities in accordance with the provisions of this Treaty.

ARTICLE II

For the purposes of this Treaty:

(1) "Transferring State" means the Party from which the offender is to be transferred.

(2) "Receiving State" means the Party to which the offender is to be transferred.

(3) "Offender" means a national of either Party who has been sentenced by the courts of the other Party.

(4) "Category I Offender" means a person who has been convicted and who is (a) a United States citizen employee or his dependent, or (b) a member of the United States Forces or his dependent, or (c) a member of the civilian component or his dependent. The terms "United States citizen employee," "dependent," "United States Forces," and "member of the civilian component" as used in this subparagraph have the meaning given to them in Article I of the Agreement in Implementation of Article III of the Panama Canal Treaty and Article I of the Agreement in Implementation of Article IV of the Panama Canal Treaty.

(5) "Category II Offender" means all other offenders who are nationals of either the United States of America or the Republic of Panama.

ARTICLE III

This Treaty shall apply only under the following conditions:

(1) That the offense for which the Offender was convicted and sentenced is one which would be punishable in the Receiving State; provided, however, that this condition shall not be interpreted so as to require that the offense described in the laws of both States be identical in those matters which do not affect the nature of the crime.

(2) That the Offender be a national of the Receiving State.

(3) That the Offender has not been sentenced to the death penalty nor convicted of a purely military offense.

(4) Except for Category I Offenders, that at least six months of the Offender's sentence remain to be served at the time of petition to transfer.

(5) That the sentence be final, i.e., that any appeal procedures have been completed, and that there be no collateral or extraordinary remedies pending at the time of invoking the provisions of this Treaty.

(6) That the Offender's express consent, or the consent of a legal representative in the case of a minor, to transfer has been given voluntarily and with full knowledge of the legal consequences thereof. That before the transfer, the Transferring State shall afford an opportunity to the

Receiving State to verify through an officer designated by the laws of the Receiving State that the Offender's consent to the transfer has been given voluntarily. The express consent of the Offender shall be required in all cases.

ARTICLE IV

The Parties will designate authorities to perform the functions provided in this Treaty.

ARTICLE V

(1) Each transfer of American Offenders shall be requested in writing by the Embassy of the United States of America in the Republic of Panama to the Ministry of Foreign Affairs. As to a Category I Offender, submission of such a petition shall depend solely on such Offender notifying the Embassy of the United States of America of his or her preliminary decision to elect to transfer under the Treaty.

(2) Each transfer of Panamanian Offenders shall be requested in writing by the Embassy of the Republic of Panama in the United States of America to the Department of State.

(3) As to Category II Offenders, if the Transferring State considers the request to transfer the Offender appropriate, the Transferring State will communicate its approval of such request to the Receiving State so that, once internal arrangements have been completed, the transfer of the Offender may be effected.

(4) As to eligible Category I Offenders, no finding of the appropriateness of such consenting Offenders' transfer

by the Transferring State shall be required. Once internal arrangements have been completed, their transfers shall be effected.

(5) Delivery of an Offender by the authorities of the Transferring State to those of the Receiving State shall occur at a place agreed upon by both Parties. The Receiving State will be responsible for the custody and transport of the Offender from the Transferring State.

(6) In making decisions concerning the requests for or approval of the transfer of a Category II Offender under paragraphs 1-3 of this Article and with the objective that the transfer should contribute positively to his social rehabilitation, the authorities of each Party will consider, among other factors, the seriousness of the crime, previous criminal record, if any, health status and the ties that the Offender may have with the society of the Transferring State and the Receiving State.

(7) In cases where a Panamanian national has been sentenced by a state of the United States of America, the approval of such an Offender's transfer pursuant to paragraph 3 of this Article shall be required from both the appropriate state authority and the federal authority.

(8) The Transferring State shall furnish to the Receiving State a certified copy of the sentence or judgment relating to the Offender. When the Receiving State considers such information insufficient, it may request, at its expense, copies of principal portions of the trial record or such additional information as it deems necessary. The Transferring State shall grant such requests to the extent permissible under its laws.

(9) When the Transferring State does not approve, for whatever reason, the transfer of a Category II Offender, it shall communicate this decision to the Receiving State without delay.

(10) The Receiving State shall not be entitled to any reimbursement for the expenses incurred by it in the transfer of an Offender or the completion of his sentence.

ARTICLE VI

(1) An Offender delivered for execution of sentence under this Treaty may not again be detained, tried or sentenced in the Receiving State for the same offense for which the sentence was imposed by the Transferring State.

(2) Except as otherwise provided in this Treaty, the completion of a transferred Offender's sentence shall be carried out according to the laws and procedures of the Receiving State, including the application of any provisions for reduction of the term of confinement by parole or conditional release.

(3) Each Party may request reports indicating the status of confinement of all Offenders transferred under this Treaty, including in particular the parole or release of an Offender. Either Party may, at any time, request a special report on the status of the execution of an individual sentence.

ARTICLE VII

The Transferring State shall retain exclusive jurisdiction regarding the sentences imposed and any procedures

that provide for revision or modification of the sentences pronounced by its courts. The Transferring State also shall retain the power to pardon or grant amnesty or clemency to an Offender. The Receiving State, upon being informed of any decision in this regard, will put such measures into effect.

ARTICLE VIII

(1) This Treaty shall also be applicable to persons subject to supervision or other measures under the laws of one of the Parties relating to youthful Offenders. The Parties shall, in accordance with their laws, agree on the kind of treatment to be accorded such persons upon transfer. Consent for the transfer of such persons shall be obtained from a legally authorized representative.

(2) Nothing in this Treaty shall be interpreted to limit the ability which the Parties may have, independent of the present Treaty, to grant or accept the transfer of youthful or other Offenders.

ARTICLE IX

By arrangement between the Parties for specific cases, persons accused of a crime who have been duly determined by competent authorities of the Transferring State to be suffering from a mental aberration or mental illness, and for such reason are declared incompetent to stand trial, may be transferred to the country of which they are nationals so that they may be cared for in special institutions.

ARTICLE X

Notwithstanding any other provision of this Treaty, or any law of either Party, prior to the termination of the Transition Period established by Article XI of the Panama Canal Treaty, all offenders incarcerated in the areas and installations made available for the use of the United States of America by the Republic of Panama, who are not nationals of either country, shall be permitted, subject to the approval of both Parties, to elect to serve the remainder of their sentences in penal institutions of the Republic of Panama.

ARTICLE XI

If either Party enters into an agreement for the execution of penal sentences with any other State, the other Party shall cooperate in facilitating the transit through its territory of Offenders being transferred pursuant to such agreement. The Party intending to make such a transfer will give advance notice to the other Party of such transfer.

ARTICLE XII

In order to carry out the purposes of this Treaty, each Party shall take the necessary measures and shall establish adequate administrative procedures so that a sentence imposed by a Transferring State will have legal effect in the Receiving State.

ARTICLE XIII

(1) This Treaty shall be subject to ratification and shall enter into force on the date on which the instruments of ratification are exchanged.^[1] The exchange of instruments of ratification shall take place at Washington.

(2) This Treaty shall remain in force as follows:

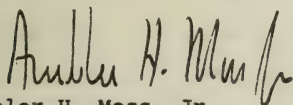
(a) With respect to "Category I Offenders," until noon, Panama time, December 31, 1999; and

(b) With respect to "Category II Offenders," for a period of five years from the date of exchange of instruments of ratification of this Treaty, and shall be automatically renewed for additional periods of five years, unless one of the Parties notifies the other Party in writing of its intent to terminate it at least six months before the expiration of the initial five year period or of any extension thereof.

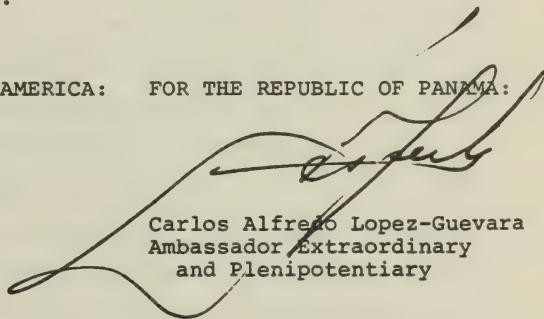
DONE in duplicate, in the English and Spanish languages, both texts being equally authentic, at Panama, this 11th day of January, 1979.

FOR THE UNITED STATES OF AMERICA:

FOR THE REPUBLIC OF PANAMA:



Ambler H. Moss, Jr.
Ambassador Extraordinary
and Plenipotentiary



Carlos Alfredo Lopez-Guevara
Ambassador Extraordinary
and Plenipotentiary

¹ June 27, 1980.

TRATADO ENTRE
LOS ESTADOS UNIDOS DE AMERICA
Y LA REPUBLICA DE PANAMA
SOBRE LA EJECUCION DE SENTENCIAS PENALES

Por cuanto los Estados Unidos de América y la República de Panamá están de acuerdo en la necesidad de cooperar mutuamente para reprimir el crimen en la medida en que sus efectos trasciendan sus fronteras y para procurar la mejor administración de justicia mediante la adopción de métodos adecuados que faciliten la rehabilitación social de los condenados.

Por cuanto el parágrafo 11 del artículo IX del Tratado del Canal de Panamá, del 7 de septiembre de 1977, (el Tratado del Canal de Panamá) dispone que: "Las Partes concluirán un acuerdo mediante el cual los nacionales de uno de los dos Estados que fueren condenados por los tribunales del otro y no estuviesen domiciliados en él, podrán optar por cumplir la sentencia en el Estado de su nacionalidad."

En consecuencia, han acordado celebrar el presente tratado sobre Ejecución de Sentencias Penales en los siguientes términos:

ARTICULO I

1. Las condenas impuestas por un Tribunal de la República de Panamá a nacionales de los Estados Unidos de América, podrán ser pagadas en establecimientos penales de los Estados Unidos de América o bajo la vigilancia de sus autoridades, de acuerdo con las estipulaciones del presente tratado.

2. Las condenas impuestas por un Tribunal de los Estados Unidos de América o uno de sus estados a nacionales de la República de Panamá, podrán ser pagadas en establecimientos penales de la República de Panamá o bajo la vigilancia de sus autoridades, de acuerdo con las estipulaciones del presente tratado.

ARTICULO II

Para los fines del presente tratado:

1. "Estado Trasladante" significa la Parte desde la cual el condenado será trasladado.

2. "Estado Receptor" significa la Parte a la cual el condenado será trasladado.

3. "Condenado" significa un nacional de cualquiera de las Partes que ha sido sancionado por los tribunales de la otra Parte.

4. "Condenado de Categoría I" significa una persona que haya sido condenada y que sea a) un empleado ciudadano de los Estados Unidos o uno de sus dependientes; o b) un Miembro de las Fuerzas de los Estados Unidos o sus dependientes; o c) un Miembro del Componente Civil o sus dependientes. Los términos "empleado ciudadano de los Estados Unidos", "dependiente", "Fuerzas de Estados Unidos" y "Miembro del Componente Civil", como se usan en este parágrafo, tienen el significado dado a ellos en el artículo I del Acuerdo para la Ejecución del Artículo III del Tratado del

Canal de Panamá y en el artículo I del Acuerdo para la Ejecución del Artículo IV del Tratado del Canal de Panamá.

5. "Condenado de la Categoría II" significa todos los otros condenados que sean nacionales de los Estados Unidos de América o de la República de Panamá.

ARTICULO III

El presente tratado sólo se aplicará según las siguientes condiciones:

1. Que el delito o falta por el cual el condenado hubiese sido punido, fuere punible en el Estado Receptor, entendiéndose, no obstante, que esta condición no será interpretada en el sentido de que se requiere que el delito o falta descrito en las leyes de ambos Estados sea idéntico en los aspectos que no afecten la naturaleza del delito o falta.

2. Que el condenado sea nacional del Estado Receptor.

3. Que el condenado no hubiere sido condenado a la pena de muerte; ni hubiere sido declarado culpable de un delito o falta exclusivamente militar.

4. Que la sentencia que quede por cumplirse, al momento de hacerse la solicitud de traslado sea, por lo menos, de seis meses, excepto en cuanto a los condenados de la Categoría I.

5. Que la sentencia esté ejecutoriada, es decir, que todo procedimiento de apelación hubiera sido agotado y que no haya remedios subsidiarios o extraordinarios pendientes al momento de invocar las estipulaciones de este tratado.

6. Que el consentimiento expreso del condenado o de su representante legal, si fuere un menor, para ser trasladado sea

dado de manera voluntaria y con pleno conocimiento de las consecuencias legales inherentes al traslado. Que antes de efectuarse el traslado, el Estado Trasladante, brindará al Estado Receptor la oportunidad de verificar, mediante un funcionario designado conforme a las leyes del Estado Receptor, si el consentimiento para el traslado ha sido voluntariamente. El consentimiento expreso del condenado será requerido en todos los casos.

ARTICULO IV

Las Partes designarán las autoridades que realizarán las funciones estipuladas en el presente tratado.

ARTICULO V

1. Cada traslado de condenados estadounidenses, se pedirá por escrito, por la Embajada de los Estados Unidos de América, en la República de Panamá, al Ministerio de Relaciones Exteriores. Con respecto a los condenados de la Categoría I, la presentación de una petición de esta índole dependerá enteramente de que dicho condenado notifique a la Embajada de los Estados Unidos de América su decisión preliminar de elegir su traslado en virtud de este tratado.

2. Cada traslado de condenados panameños se iniciará mediante una petición presentada, por escrito, por la Embajada de la República de Panamá en los Estados Unidos de América al Departamento de Estado.

3. Con respecto a los Condenados de la Categoría II, si el Estado Trasladante considerara apropiada la solicitud de trasladar al condenado, el Estado Trasladante comunicará su aprobación de tal petición al Estado Receptor, de modo que, una vez se completen los trámites internos, se pueda efectuar el traslado del condenado.

4. Con respecto a condenados elegibles de la Categoría I, no se requerirá ninguna decisión del Estado Trasladante sobre lo apropiado del traslado de tales condenados que den su consentimiento al traslado. Una vez que se completen los trámites internos, se efectuará el traslado.

5. La entrega de un condenado por las autoridades del Estado Trasladante a las del Estado Receptor, se efectuará en el lugar en que convengan ambas Partes. El Estado Receptor será responsable de la custodia del condenado y de su transporte desde el Estado Trasladante.

6. Al tomar las decisiones relativas a las peticiones para el traslado o para la aprobación del traslado de un Condenado de la Categoría II en virtud de los párrafos 1, 2 y 3 del presente artículo y con el propósito de que el traslado contribuya positivamente a su rehabilitación social, las autoridades de cada una de las Partes considerará, entre otros factores, la gravedad del delito o falta, los antecedentes penales del delincuente, si los hubiere, su estado de salud y los vínculos que el delincuente pudiera tener con la sociedad del Estado Trasladante y la del Estado Receptor.

7. En los casos en que un ciudadano panameño hubiere sido condenado por un Estado de los Estados Unidos de América, se requerirá que tanto las autoridades estatales competentes, como las autoridades federales den su aprobación al traslado de dicho condenado con arreglo al párrafo 3 del presente artículo.

8. El Estado Trasladante suministrará al Estado Receptor una copia certificada de la sentencia o fallo dictado con relación al condenado. Si el Estado Receptor considerara que tal in-

formación no es suficiente, podrá solicitar, a cargo suyo, copias de las partes principales de las actas del juicio o la información adicional que juzgue necesaria. El Estado Trasladante concederá dichas solicitudes en la medida en que lo permitan sus leyes.

9. Cuando el Estado Trasladante no apruebe, por cualquier motivo, el traslado de un Condenado de la Categoría II, comunicará sin demora esta decisión al Estado Receptor.

10. El Estado Receptor no tendrá derecho a ningún reembolso por gastos en que incurra con motivo del traslado de un condenado o la ejecución de su sentencia.

ARTICULO VI

1. Un condenado entregado para la ejecución de una sentencia en virtud del presente tratado, no podrá ser detenido, enjuiciado ni sentenciado nuevamente en el Estado Receptor por el mismo delito o falta que motivó la sentencia impuesta por el Estado Trasladante.

2. Salvo cuando se disponga de otro modo en el presente tratado, la sentencia de un condenado trasladado se ejecutará conforme a las leyes y procedimientos del Estado Receptor, inclusive la aplicación de cualesquiera disposiciones relativas a la reducción del período de encarcelamiento mediante la libertad bajo palabra o libertad condicional.

3. Cada una de las Partes podrá solicitar informes sobre el estado de encarcelamiento de todos los condenados trasladados en virtud del presente tratado, incluyendo, en particular, la puesta en libertad o en libertad bajo palabra de un condenado. Cualquiera de las Partes podrá solicitar, en cualquier momento, un informe especial sobre el estado de ejecución de una sentencia específica.

ARTICULO VII

El Estado Trasladante mantendrá jurisdicción exclusiva en cuanto a las condenas impuestas y cualesquiera otros procedimientos que dispongan la revisión o modificación de las sentencias dictadas por sus tribunales. El Estado Trasladante retendrá asimismo la facultad de indultar o conceder amnistía o clemencia al condenado. El Estado Receptor, al ser informado sobre cualquier decisión al respecto, pondrá en efecto tales medidas.

ARTICULO VIII

1. El presente tratado podrá aplicarse también a personas sujetas a supervisión u otras medidas conforme a las leyes de una de las Partes relacionadas con condenados menores de edad. Las Partes, de conformidad con sus leyes, acordarán el tipo de tratamiento que se dará a tales personas al ser trasladadas. Para el traslado de estas personas, se requerirá el consentimiento de un representante legalmente autorizado.

2. Nada de lo estipulado en el presente tratado se interpretará en el sentido de limitar la facultad que las Partes puedan tener, independientemente del presente tratado, para conceder o aceptar el traslado de un condenado menor de edad o de otra clase de condenados.

ARTICULO IX

Mediante acuerdo entre las Partes, para casos determinados, las personas acusadas de un delito o falta, respecto de las cuales las autoridades competentes del Estado Trasladante hubieren determinado debidamente que sufren de una enfermedad o anomalía mental

y por tanto se les considere incapacitadas para ser procesadas, podrán ser trasladadas al país del cual son nacionales, de modo que se les atienda en instituciones especializadas.

ARTICULO X

No obstante cualesquiera otras disposiciones del presente tratado o cualquiera ley de cualquiera de las Partes, con anterioridad al vencimiento del Período de Transición establecido en el artículo XI del Tratado del Canal de Panamá, a todos los condenados encarcelados en las áreas e instalaciones dispuestas por la República de Panamá para el uso de los Estados Unidos de América, que no sean nacionales de ninguno de los dos países, se les permitirá, sujeto a la aprobación de ambas Partes, elegir cumplir el resto de sus condenas en establecimientos penales de la República de Panamá.

ARTICULO XI

Si cualquiera de las Partes celebrara un acuerdo con algún otro Estado para la ejecución de sentencias penales, la otra Parte prestará su cooperación facilitando el tránsito por su territorio de condenados que estén siendo trasladados en virtud de tal acuerdo. La Parte que proyecte realizar dicho traslado, avisará con antelación a la otra Parte acerca del mismo.

ARTICULO XII

Con el objeto de alcanzar los propósitos del presente tratado, cada una de las Partes adoptará las medidas necesarias y establecerá los procedimientos administrativos adecuados para que una condena impuesta por un Estado Trasladante tenga efecto legal en el Estado Receptor.

ARTICULO XIII

1. El presente tratado estará sujeto a ratificación y entrará en vigor en la fecha del canje de los instrumentos de ratificación. El canje de los instrumentos de ratificación tendrá lugar en Washington.

2. El presente tratado permanecerá en vigor así:

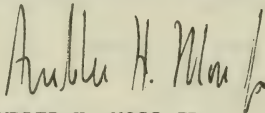
a. En cuanto a los "Condenados de Categoría I", hasta el mediodía, hora de Panamá, del 31 de diciembre de 1999, y

b. En cuanto a los "Condenados de Categoría II", por un lapso de cinco (5) años, a partir del canje de los instrumentos de ratificación de este tratado y se renovará automáticamente por períodos adicionales de cinco (5) años, a menos que una de las Partes notifique, a la otra Parte, por escrito, su intención de terminarlo, por lo menos, seis (6) meses antes de la expiración del plazo inicial de cinco años o de cualquiera prórroga del mismo.

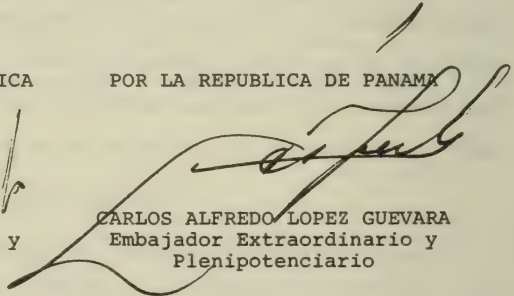
Hecho en Panamá, hoy, once de enero de 1979, en duplicado, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMERICA

POR LA REPUBLICA DE PANAMA



AMBLER H. MOSS JR.
Embajador Extraordinario y
Plenipotenciario



CARLOS ALFREDO LOPEZ GUEVARA
Embajador Extraordinario y
Plenipotenciario

MULTILATERAL
General Agreement on Tariffs and Trade:
Import Licensing Procedures

Agreement done at Geneva April 12, 1979;
Entered into force January 1, 1980.

AGREEMENT ON IMPORT LICENSING
PROCEDURES

ACCORD RELATIF AUX PROCEDURES EN MATIERE DE
LICENCES D'IMPORTATION

ACUERDO SOBRE PROCEDIMIENTOS PARA EL TRÁMITE
DE LICENCIAS DE IMPORTACIÓN

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS
ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS
Y COMERCIO

12 April 1979
Geneva

AGREEMENT ON IMPORT LICENSING PROCEDURESPREAMBLE

Having regard to the Multilateral Trade Negotiations, the Parties to this Agreement on Import Licensing Procedures (hereinafter referred to as "Parties" and "this Agreement");

Desiring to further the objectives of the General Agreement on Tariffs and Trade [*] (hereinafter referred to as "General Agreement" or "GATT");

Taking into account the particular trade, development and financial needs of developing countries;

Recognizing the usefulness of automatic import licensing for certain purposes and that such licensing should not be used to restrict trade;

Recognizing that import licensing may be employed to administer measures such as those adopted pursuant to the relevant provisions of the GATT;

Recognizing also that the inappropriate use of import licensing procedures may impede the flow of international trade;

Desiring to simplify, and bring transparency to, the administrative procedures and practices used in international trade, and to ensure the fair and equitable application and administration of such procedures and practices;

Desiring to provide for a consultative mechanism and the speedy, effective and equitable resolution of disputes arising under this Agreement;

Hereby agree as follows:

Article 1. General provisions

1. For the purpose of this Agreement, import licensing is defined as administrative procedures¹ used for the operation of import licensing regimes requiring the submission of an application or other documentation (other than that required for customs purposes) to the relevant administrative body as a prior condition for importation into the customs territory of the importing country.

¹Those procedures referred to as "licensing" as well as other similar administrative procedures.

*TIAS 1700; 61 Stat., pts. 5 and 6. [Footnote added by the Department of State.]

2. The Parties shall ensure that the administrative procedures used to implement import licensing regimes are in conformity with the relevant provisions of the GATT including its annexes and protocols, as interpreted by this Agreement, with a view to preventing trade distortions that may arise from an inappropriate operation of those procedures, taking into account the economic development purposes and financial and trade needs of developing countries.
3. The rules for import licensing procedures shall be neutral in application and administered in a fair and equitable manner.
4. The rules and all information concerning procedures for the submission of applications, including the eligibility of persons, firms and institutions to make such applications, and the lists of products subject to the licensing requirement shall be published promptly in such a manner as to enable governments and traders to become acquainted with them. Any changes in either the rules concerning licensing procedures or the list of products subject to import licensing shall also be promptly published in the same manner. Copies of these publications shall also be made available to the GATT Secretariat.
5. Application forms and, where applicable, renewal forms shall be as simple as possible. Such documents and information as are considered strictly necessary for the proper functioning of the licensing regime may be required on application.
6. Application procedures and, where applicable, renewal procedures shall be as simple as possible. Applicants shall have to approach only one administrative body previously specified in the rules referred to in paragraph 4 above in connexion with an application and shall be allowed a reasonable period therefor. In cases where it is strictly indispensable that more than one administrative body is to be approached in connexion with an application, these shall be kept to the minimum number possible.
7. No application shall be refused for minor documentation errors which do not alter basic data contained therein. No penalty greater than necessary to serve merely as a warning shall be imposed in respect of any omission or mistake in documentation or procedures which is obviously made without fraudulent intent or gross negligence.
8. Licensed imports shall not be refused for minor variations in value, quantity or weight from the amount designated on the licence due to differences occurring during shipment, differences incidental to bulk loading and other minor differences consistent with normal commercial practice.

9. The foreign exchange necessary to pay for licensed imports shall be made available to licence holders on the same basis as to importers of goods not requiring import licences.

10. With regard to security exceptions, the provisions of Article XXI of the GATT apply.

11. The provisions of this Agreement shall not require any Party to disclose confidential information which would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of particular enterprises, public or private.

Article 2. Automatic import licensing²

1. Automatic import licensing is defined as import licensing where approval of the application is freely granted.

2. The following provisions³, in addition to those in paragraphs 1 to 11 of Article 1 and paragraph 1 of Article 2 above, shall apply to automatic import licensing procedures:

- (a) Automatic licensing procedures shall not be administered in a manner so as to have restricting effects on imports subject to automatic licensing;
- (b) Parties recognize that automatic import licensing may be necessary whenever other appropriate procedures are not available. Automatic import licensing may be maintained as long as the circumstances which gave rise to its introduction prevail or as long as its underlying administrative purposes cannot be achieved in a more appropriate way;
- (c) Any person, firm or institution which fulfils the legal requirements of the importing country for engaging in import operations involving products subject to automatic licensing shall be equally eligible to apply for and to obtain import licences;

²Those import licensing procedures requiring a security which have no restrictive effects on imports, are to be considered as falling within the scope of paragraphs 1 and 2 of Article 2 below.

³A developing country Party, which has specific difficulties with the requirements of sub-paragraphs (d) and (e) below may, upon notification to the Committee referred to in paragraph 1 of Article 4, delay the application of these sub-paragraphs by not more than two years from the date of entry into force of this Agreement for such Party.

- (d) Applications for licences may be submitted on any working day prior to the customs clearance of the goods;
- (e) Applications for licences when submitted in appropriate and complete form shall be approved immediately on receipt, to the extent administratively feasible, but within a maximum of ten working days.

Article 3. Non-automatic import licensing

The following provisions, in addition to those in paragraphs 1 to 11 of Article 1 above, shall apply to non-automatic import licensing procedures, that is, import licensing procedures not falling under paragraphs 1 and 2 of Article 2 above:

- (a) Licensing procedures adopted, and practices applied, in connexion with the issuance of licences for the administration of quotas and other import restrictions, shall not have trade restrictive effects on imports additional to those caused by the imposition of the restriction;
- (b) Parties shall provide, upon the request of any Party having an interest in the trade in the product concerned, all relevant information concerning:
 - (i) the administration of the restrictions;
 - (ii) the import licences granted over a recent period;
 - (iii) the distribution of such licences among supplying countries;
 - (iv) where practicable, import statistics (i.e. value and/or volume) with respect to the products subject to import licensing. The developing countries would not be expected to take additional administrative or financial burdens on this account;
- (c) Parties administering quotas by means of licensing shall publish the overall amount of quotas to be applied by quantity and/or value, the opening and closing dates of quotas, and any change thereof;
- (d) In the case of quotas allocated among supplying countries, the Party applying the restrictions shall promptly inform all other Parties having an interest in supplying the product concerned of the shares in the quota currently allocated, by quantity or value, to the various supplying countries and shall give public notice thereof;
- (e) Where there is a specific opening date for the submission of licensing applications, the rules and product lists referred to in paragraph 4 of Article 1 shall be published as far in advance as

possible of such date, or immediately after the announcement of the quota or other measure involving an import licensing requirement;

- (f) Any person, firm or institution which fulfils the legal requirements of the importing country shall be equally eligible to apply and to be considered for a licence. If the licence application is not approved, the applicant shall, on request, be given the reasons therefor and shall have a right of appeal or review in accordance with the domestic legislation or procedures of the importing country;
- (g) The period for processing of applications shall be as short as possible;
- (h) The period of licence validity shall be of reasonable duration and not be so short as to preclude imports. The period of licence validity shall not preclude imports from distant sources, except in special cases where imports are necessary to meet unforeseen short-term requirements;
- (i) When administering quotas, Parties shall not prevent importation from being effected in accordance with the issued licences, and shall not discourage the full utilization of the quotas;
- (j) When issuing licences, Parties shall take into account the desirability of issuing licences for products in economic quantities;
- (k) In allocating licences, Parties should consider the import performance of the applicant, including whether licences issued to the applicant have been fully utilized, during a recent representative period;
- (l) Consideration shall be given to ensuring a reasonable distribution of licences to new importers, taking into account the desirability of issuing licences for products in economic quantities. In this regard, special consideration should be given to those importers importing products originating in developing countries and, in particular, the least-developed countries;
- (m) In the case of quotas administered through licences which are not allocated among supplying countries, licence holders⁴ shall be free to choose the sources of imports. In the case of quotas

⁴ Sometimes referred to as "quota holders".

allocated among supplying countries, the licence shall clearly stipulate the country or countries;

- (n) In applying paragraph 8 of Article 1 above, compensating adjustments may be made in future licence allocations where imports exceeded a previous licence level.

Article 4. Institutions, consultation and dispute settlement

1. There shall be established under this Agreement a Committee on Import Licensing composed of representatives from each of the Parties (referred to in this Agreement as "the Committee"). The Committee shall elect its own Chairman and shall meet as necessary for the purpose of affording Parties the opportunity of consulting on any matters relating to the operation of this Agreement or the furtherance of its objectives.

2. Consultations and the settlement of disputes with respect to any matter affecting the operation of this Agreement, shall be subject to the procedures of Articles XXII and XXIII of the GATT.

Article 5. Final provisions

1. Acceptance and accession

- (a) This Agreement shall be open for acceptance by signature or otherwise, by governments contracting parties to the GATT and by the European Economic Community.
- (b) This Agreement shall be open for acceptance by signature or otherwise by governments having provisionally acceded to the GATT, on terms related to the effective application of rights and obligations under this Agreement, which take into account rights and obligations in the instruments providing for their provisional accession.
- (c) This Agreement shall be open to accession by any other government on terms, related to the effective application of rights and obligations under this Agreement, to be agreed between that government and the Parties, by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.
- (d) In regard to acceptance, the provisions of Article XXVI:5(a) and (b) of the General Agreement would be applicable.

2. Reservations

Reservations may not be entered in respect of any of the provisions of this Agreement without the consent of the other Parties.

3. Entry into force

This Agreement shall enter into force on 1 January 1980 for the governments⁵ which have accepted or acceded to it by that date. For each other government it shall enter into force on the thirtieth day following the date of its acceptance or accession to this Agreement.

4. National legislation

- (a) Each government accepting or acceding to this Agreement shall ensure, not later than the date of entry into force of this Agreement for it, the conformity of its laws, regulations and administrative procedures with the provisions of this Agreement.
- (b) Each Party shall inform the Committee of any changes in its laws and regulations relevant to this Agreement and in the administration of such laws and regulations.

5. Review

The Committee shall review as necessary, but at least once every two years, the implementation and operation of this Agreement taking into account the objectives thereof and shall inform the CONTRACTING PARTIES to the GATT of developments during the period covered by such reviews.

6. Amendments

The Parties may amend this Agreement, having regard, *inter alia*, to the experience gained in its implementation. Such an amendment, once the Parties have concurred in accordance with procedures established by the Committee, shall not come into force for any Party until it has been accepted by such Party.

7. Withdrawal

Any Party may withdraw from this Agreement. The withdrawal shall take effect upon the expiration of sixty days from the day on which written notice of withdrawal is received by the Director-General to the CONTRACTING PARTIES to the GATT. Any Party may upon such notification request an immediate meeting of the Committee.

⁵For the purpose of this Agreement, the term "governments" is deemed to include the competent authorities of the European Economic Community.

8. Non-application of this Agreement between particular Parties

This Agreement shall not apply as between any two Parties if either of the Parties, at the time either accepts or accedes to this Agreement, does not consent to such application.

9. Secretariat

This Agreement shall be serviced by the GATT secretariat.

10. Deposit

This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT, who shall promptly furnish to each Party and each contracting party to the GATT a certified copy thereof and of each amendment thereto pursuant to paragraph 6, and a notification of each acceptance thereof or accession thereto pursuant to paragraph 1 and of each withdrawal therefrom pursuant to paragraph 7 of this Article.

11. Registration

This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.[*]

Done at Geneva this twelfth day of April, nineteen hundred and seventy-nine in a single copy, in the English, French and Spanish languages, each text being authentic.

*TS 993; 59 Stat. 1052. [Footnote added by the Department of State.]

ACCORD RELATIF AUX PROCEDURES EN MATIERE
DE LICENCES D'IMPORTATION

PREAMBULE

Eu égard aux Négociations commerciales multilatérales, les Parties au présent accord relatif aux procédures en matière de licences d'importation (ci-après dénommés "les Parties" et l'"accord"),

Désireuses de poursuivre les objectifs de l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé "l'Accord général" ou "le GATT"),

Tenant compte des besoins particuliers du commerce, du développement et des finances des pays en voie de développement,

Reconnaissant que les licences d'importation automatiques sont utiles à certaines fins et qu'elles ne devraient pas être utilisées pour restreindre les échanges commerciaux,

Reconnaissant que les licences d'importation peuvent être utilisées pour l'administration de mesures telles que celles qui sont adoptées en vertu des dispositions pertinentes de l'Accord général,

Reconnaissant également que l'emploi inapproprié des procédures en matière de licences d'importation peut entraver le cours du commerce international,

Désireuses de simplifier les procédures et pratiques administratives utilisées dans le commerce international et d'assurer leur transparence, et de faire en sorte que ces procédures et pratiques soient appliquées et administrées de manière juste et équitable,

Désireuses de pourvoir à l'établissement d'un mécanisme de consultation et au règlement rapide, efficace et équitable des différends qui pourraient survenir dans le cadre du présent accord,

Sont convenues de ce qui suit:

Article premier. Dispositions générales

1. Aux fins du présent accord, les formalités de "licences d'importation" sont, par définition, les procédures administratives¹ utilisées pour l'application de régimes d'importation qui exigent, comme condition préalable à l'importation sur le territoire douanier du pays importateur, la présentation à l'organe administratif compétent d'une demande ou d'autres documents (distincts des documents requis aux fins douanières).

¹ Celles qui sont désignées par le terme "licences", ainsi que d'autres procédures administratives similaires.

2. Les Parties feront en sorte que les procédures administratives utilisées pour mettre en oeuvre des régimes de licences d'importation soient conformes aux dispositions pertinentes de l'Accord général, de ses annexes et de ses protocoles, telles qu'elles sont interprétées par le présent accord, en vue d'empêcher les distorsions des courants d'échanges qui pourraient résulter d'une application inappropriée de ces procédures, compte tenu des objectifs de développement économique et des besoins des finances et du commerce des pays en voie de développement.

3. Les règles relatives aux procédures en matière de licences d'importation seront neutres dans leur application et administrées de manière juste et équitable.

4. Les règles et tous les renseignements concernant les procédures de présentation des demandes, y compris les conditions de recevabilité des personnes, entreprises ou institutions à présenter de telles demandes, ainsi que les listes des produits soumis à licence, seront publiés dans les moindres délais de façon à permettre aux gouvernements et aux commerçants d'en prendre connaissance. Toute modification, soit des règles relatives aux procédures de licences, soit des listes des produits soumis à licence, sera également publiée dans les moindres délais et de la même manière. Des exemplaires de ces publications seront aussi mis à la disposition du secrétariat du GATT.

5. Les formules de demande, et le cas échéant de renouvellement, seront aussi simples que possible. Les documents et renseignements jugés strictement nécessaires au bon fonctionnement du régime de licences pourront être exigés lors de la demande.

6. Les procédures de demande, et le cas échéant de renouvellement, seront aussi simples que possible. Les demandeurs n'auront à s'adresser, pour ce qui concerne leurs demandes, qu'à un seul organe administratif, précédemment spécifié dans les règles visées au paragraphe 4 ci-dessus, et ils disposeront à cet effet d'un délai raisonnable. Dans les cas où il est strictement indispensable qu'un demandeur s'adresse à plus d'un organe administratif pour ce qui concerne une demande, le nombre de ces organes sera aussi limité que possible.

7. Aucune demande ne sera refusée en raison d'erreurs mineures dans la documentation, qui ne modifieraient pas les renseignements de base fournis. Il ne sera infligé, pour les omissions ou erreurs dans les documents ou dans les procédures, manifestement dénuées de toute intention frauduleuse ou ne constituant pas une négligence grave, aucune pénalité pécuniaire excédant la somme nécessaire pour constituer un simple avertissement.

8. Les marchandises importées sous licence ne seront pas refusées en raison d'écarts mineurs en valeur, en volume ou en poids par rapport aux chiffres indiqués sur la licence, par suite de différences résultant du transport, de différences résultant du chargement en vrac des marchandises, ou d'autres différences mineures compatibles avec la pratique commerciale normale.

9. Les devises nécessaires au règlement des importations effectuées sous licence seront mises à la disposition des détenteurs de licences sur la même base que celle qui s'applique aux importateurs de marchandises pour lesquelles il n'est pas exigé de licence d'importation.

10. Pour ce qui est des exceptions concernant la sécurité, les dispositions de l'article XXI de l'Accord général sont applicables.

11. Les dispositions du présent accord n'obligeront pas une Partie à révéler des renseignements confidentiels dont la divulgation ferait obstacle à l'application des lois, serait contraire à l'intérêt public ou porterait préjudice aux intérêts commerciaux légitimes d'entreprises publiques ou privées.

Article 2. Licences d'importation automatiques²

1. On entend par licences d'importation automatiques les licences d'importation qui sont accordées sans restriction suite à la présentation d'une demande.

2. Outre l'article premier, paragraphes 1 à 11, et le paragraphe 1 ci-dessus, les dispositions ci-après³ s'appliqueront aux procédures de licences d'importation automatiques:

- a) Les procédures de licences automatiques ne seront pas administrées de façon à exercer des effets restrictifs sur les importations soumises à licence automatique;
- b) Les Parties reconnaissent que les licences d'importation automatiques peuvent être nécessaires lorsqu'il n'existe pas d'autres procédures appropriées. Les licences d'importation automatiques peuvent être maintenues aussi longtemps qu'existent les circonstances qui ont motivé leur mise en vigueur ou aussi longtemps que les objectifs administratifs recherchés ne peuvent être atteints de façon plus appropriée;
- c) Toutes les personnes, entreprises ou institutions qui remplissent les conditions légales prescrites par le pays importateur pour effectuer des opérations d'importation portant sur des produits soumis à licence automatique auront le droit, dans des conditions égales, de demander et d'obtenir des licences d'importation;

²Les procédures de licences d'importation imposant le dépôt d'un cautionnement, qui n'exercent pas d'effets restrictifs sur les importations, sont à considérer comme relevant des dispositions de l'article 2, paragraphes 1 et 2.

³Tout pays en voie de développement Partie au présent accord, et auquel les prescriptions des alinéas d) et e) de ce paragraphe causeront des difficultés spécifiques, pourra, sur notification au comité visé à l'article 4, paragraphe 1, différer l'application des dispositions de ces alinéas pour une période qui n'excédera pas deux ans à compter de la date d'entrée en vigueur de l'accord pour la Partie en question.

- d) Les demandes de licences pourront être présentées n'importe quel jour ouvrable avant le dédouanement des marchandises;
- e) Les demandes de licences présentées sous une forme appropriée et complète seront approuvées immédiatement dès leur réception, pour autant que cela soit administrativement possible, et en tout état de cause dans un délai maximum de dix jours ouvrables.

Article 3. Licences d'importation non automatiques

Les dispositions qui suivent, outre celles de l'article premier, paragraphes 1 à 11, s'appliqueront aux procédures de licences d'importation non automatiques, c'est-à-dire aux procédures de licences d'importation qui ne relèvent pas des dispositions de l'article 2, paragraphes 1 et 2:

- a) Les procédures de licence adoptées et les pratiques de délivrance des licences suivies pour administrer des contingents ou appliquer d'autres restrictions à l'importation ne devront pas exercer, sur le commerce d'importation, des effets restrictifs s'ajoutant à ceux causés par l'institution de la restriction;
- b) Les Parties fourniront, sur demande, à toute Partie intéressée au commerce du produit visé, tous renseignements utiles
 - i) sur l'application de la restriction,
 - ii) sur les licences d'importation accordées au cours d'une période récente,
 - iii) sur la répartition de ces licences entre les pays fournisseurs, et
 - iv) lorsque cela sera possible dans la pratique, des statistiques des importations (en valeur et/ou en volume) concernant les produits soumis à licence d'importation. On n'attendra pas des pays en voie de développement qu'ils assument à ce titre des charges administratives ou financières additionnelles;
- c) Les Parties qui administrent des contingents par voie de licences publieront le volume total et/ou la valeur totale des contingents à appliquer, leurs dates d'ouverture et de clôture, et toute modification y relative;
- d) Dans le cas de contingents répartis entre les pays fournisseurs, la Partie qui applique la restriction informera dans les moindres délais toutes les autres Parties ayant un intérêt à la fourniture du produit en question, de la part du contingent, exprimée en volume ou en valeur, qui est attribuée pour la période en cours aux divers pays fournisseurs, et publiera tous renseignements utiles à ce sujet;

- e) Lorsqu'une date d'ouverture précise sera fixée pour la présentation des demandes de licences, les règles et listes de produits visées à l'article premier, paragraphe ⁴, seront publiées aussi longtemps que possible avant cette date, ou immédiatement après l'annonce du contingent ou de toute autre mesure comportant l'obligation d'obtenir une licence d'importation;
- f) Toutes les personnes, entreprises ou institutions qui remplissent les conditions légales prescrites par le pays importateur auront le droit, dans des conditions égales, de demander des licences et de voir leurs demandes prises en considération. Si une demande de licence n'est pas agréée, les raisons en seront communiquées, sur sa demande, au demandeur, qui aura un droit d'appel ou de révision conformément à la législation ou aux procédures internes du pays importateur;
- g) Le délai d'examen des demandes sera aussi court que possible;
- h) La durée de validité des licences sera raisonnable et non d'une brièveté telle qu'elle empêcherait les importations. Elle n'empêchera pas les importations de provenance lointaine, sauf dans les cas spéciaux où les importations sont nécessaires pour faire face à des besoins à court terme imprévus;
- i) Dans l'administration des contingents, les Parties n'empêcheront pas que les importations soient effectuées conformément aux licences délivrées et ne décourageront pas l'utilisation complète des contingents;
- j) Lorsqu'elles délivreront des licences, les Parties tiendront compte de ce qu'il est souhaitable de délivrer des licences correspondant à une quantité de produits qui présente un intérêt économique;
- k) Lors de la répartition des licences, les Parties devraient considérer les importations antérieures effectuées par le demandeur, y compris si les licences qui lui ont été délivrées ont été utilisées intégralement, au cours d'une période de référence récente;
- l) Une attribution raisonnable de licences aux nouveaux importateurs sera prise en considération en tenant compte de ce qu'il est souhaitable de délivrer des licences correspondant à une quantité de produits qui présente un intérêt économique. A ce sujet, une attention spéciale devrait être accordée aux importateurs qui importent des produits originaires de pays en voie de développement et, en particulier, des pays les moins avancés;
- m) Dans le cas des contingents administrés par voie de licences et qui ne sont pas répartis entre pays fournisseurs, les détenteurs de licences⁴ auront le libre choix des sources d'importation. Dans

⁴Parfois dénommés "détenteurs de contingents".

le cas des contingents répartis entre pays fournisseurs, la licence stipulera clairement le ou les pays;

- n) Dans l'application des dispositions de l'article premier, paragraphe 8, les répartitions futures de licences pourront être ajustées pour compenser les importations effectuées en dépassement d'un niveau de licences antérieur.

Article 4. Institutions, consultations et règlement des différends

1. Il sera institué, en vertu du présent accord, un comité des licences d'importation (dénommé "le comité" dans le texte de l'accord), composé de représentants de chacune des Parties. Le comité élira son président; il se réunira selon qu'il sera nécessaire pour donner aux Parties la possibilité de procéder à des consultations sur toute question concernant l'application de l'accord ou la poursuite de ses objectifs.

2. Les consultations et le règlement des différends en ce qui concerne toute question qui affecterait l'application du présent accord seront soumis aux procédures des articles XXII et XXIII de l'Accord général.

Article 5. Dispositions finales

1. Acceptation et accession

- a) Le présent accord sera ouvert à l'acceptation, par voie de signature ou autrement, des gouvernements qui sont parties contractantes à l'Accord général et de la Communauté économique européenne.
- b) Le présent accord sera ouvert à l'acceptation, par voie de signature ou autrement, des gouvernements qui ont accédé à titre provisoire à l'Accord général, à des conditions, se rapportant à l'application effective des droits et obligations qui résultent du présent accord, qui tiendront compte des droits et obligations énoncés dans leurs instruments d'accession provisoire.
- c) Le présent accord sera ouvert à l'accession de tout autre gouvernement, à des conditions, se rapportant à l'application effective des droits et obligations qui résultent du présent accord, à convenir entre ce gouvernement et les Parties, par dépôt auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général d'un instrument d'accession énonçant les conditions ainsi convenues.
- d) En ce qui concerne l'acceptation, les dispositions du paragraphe 5, alinéas a) et b), de l'article XXVI de l'Accord général seront applicables.

2. Réserves

Il ne pourra être formulé de réserves en ce qui concerne des dispositions du présent accord sans le consentement des autres Parties.

3. Entrée en vigueur

Le présent accord entrera en vigueur le 1er janvier 1980 pour les gouvernements⁵ qui l'auront accepté ou qui y auront accédé à cette date. Pour tout autre gouvernement, il entrera en vigueur le trentième jour qui suivra celui de son acceptation ou de son accession.

4. Législation nationale

- a) Chaque gouvernement qui acceptera le présent accord ou qui y accédera assurera, au plus tard à la date où ledit accord entrera en vigueur en ce qui le concerne, la conformité de ses lois, règlements et procédures administratives avec les dispositions dudit accord.
- b) Chaque Partie informera le comité de toute modification apportée à ses lois et règlements en rapport avec les dispositions du présent accord, ainsi qu'à l'administration de ces lois et règlements.

5. Examen

Le comité procédera à un examen de la mise en oeuvre et de l'application du présent accord selon qu'il sera nécessaire, mais au moins une fois tous les deux ans, en tenant compte de ses objectifs. Il informera les PARTIES CONTRACTANTES à l'Accord général des faits intervenus pendant la période sur laquelle portera cet examen.

6. Amendements

Les Parties pourront modifier le présent accord eu égard, notamment, à l'expérience de sa mise en oeuvre. Lorsqu'un amendement aura été approuvé par les Parties conformément aux procédures établies par le comité, il n'entrera en vigueur à l'égard d'une Partie que lorsque celle-ci l'aura accepté.

7. Dénonciation

Toute Partie pourra dénoncer le présent accord. La dénonciation prendra effet à l'expiration d'un délai de soixante jours à compter de celui où le Directeur général des PARTIES CONTRACTANTES à l'Accord général en aura reçu notification par écrit. Dès réception de cette notification, toute Partie pourra demander la réunion immédiate du comité.

⁵Aux fins du présent accord, le terme "gouvernement" est réputé comprendre les autorités compétentes de la Communauté économique européenne.

8. Non-application du présent accord entre des Parties

Le présent accord ne s'appliquera pas entre deux Parties si l'une ou l'autre de ces Parties, au moment de son acceptation ou de son accession, ne consent pas à cette application.

9. Secrétariat

Le secrétariat du GATT assurera le secrétariat du présent accord.

10. Dépôt

Le présent accord sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général, qui remettra dans les moindres délais à chaque Partie au présent accord et à chaque partie contractante à l'Accord général une copie certifiée conforme de l'accord et de tout amendement qui y aura été apporté conformément au paragraphe 6, ainsi qu'une notification de chaque acceptation ou accession conformément au paragraphe 1, et de chaque dénonciation conformément au paragraphe 7, du présent article.

11. Enregistrement

Le présent accord sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève le douze avril mil neuf cent soixante-dix-neuf, en un seul exemplaire, en langues française, anglaise et espagnole, les trois textes faisant foi.

ACUERDO SOBRE PROCEDIMIENTOS PARA EL TRÁMITE
DE LICENCIAS DE IMPORTACIÓN

PREÁMBULO

Habida cuenta de las Negociaciones Comerciales Multilaterales, las Partes en el presente Acuerdo sobre procedimientos para el trámite de licencias de importación (denominados en adelante "Partes" y "presente Acuerdo");

Deseando promover la realización de los objetivos del Acuerdo General sobre Aranceles Aduaneros y Comercio (denominado en adelante "Acuerdo General" o "GATT");

Teniendo en cuenta las necesidades especiales de los países en desarrollo por lo que respecta a su comercio, su desarrollo y sus finanzas;

Reconociendo que las licencias automáticas de importación son útiles para ciertos fines, y que no deben utilizarse para limitar el comercio;

Reconociendo que las licencias de importación pueden emplearse para la administración de medidas tales como las adoptadas con arreglo a las disposiciones pertinentes del Acuerdo General;

Reconociendo asimismo que la utilización inadecuada de los procedimientos para el trámite de licencias de importación puede obstaculizar la corriente del comercio internacional;

Deseando simplificar los procedimientos y prácticas administrativos que se siguen en el comercio internacional y darles transparencia, y garantizar la aplicación y administración justa y equitativa de esos procedimientos y prácticas;

Deseando establecer un mecanismo consultivo y prever disposiciones para la solución rápida, eficaz y equitativa de las diferencias que puedan surgir en el marco del presente Acuerdo;

Convienen en lo siguiente:

Artículo 1. Disposiciones generales

1. A los efectos del presente Acuerdo, se entiende por trámite de licencias de importación el procedimiento administrativo¹ utilizado para la aplicación de los regímenes de licencias de importación que requieren la presentación de una solicitud u otra documentación (distinta de la necesaria a efectos aduaneros) al órgano administrativo pertinente, como condición previa para efectuar la importación en el territorio aduanero del país importador.

¹El procedimiento llamado "trámite de licencias" y otros procedimientos administrativos semejantes.

2. Las Partes velarán por que los procedimientos administrativos utilizados para aplicar los regímenes de licencias de importación estén en conformidad con las disposiciones pertinentes del Acuerdo General incluidos sus anexos y protocolos, según se interpretan en el presente Acuerdo, con miras a evitar las perturbaciones del comercio que puedan derivarse de una aplicación impropia de esos procedimientos, teniendo en cuenta los objetivos de desarrollo económico y las necesidades financieras y comerciales de los países en desarrollo.

3. Las reglas a que se sometan los procedimientos de trámite de licencias de importación se aplicarán de manera neutral y se administrarán de manera justa y equitativa.

4. Las reglas y toda la información relativa a los procedimientos para la presentación de solicitudes, incluidas las condiciones que deban reunir las personas, empresas e instituciones para poder presentar esas solicitudes, así como las listas de los productos sujetos al requisito de licencias, se publicarán sin demora de modo que los gobiernos y los comerciantes puedan tomar conocimiento de ellas. Cualesquiera modificaciones que se introduzcan en las reglas relativas a los procedimientos de trámite de licencias o en la lista de productos sujetos al trámite de licencias de importación también se publicarán sin demora y de igual modo. Asimismo se pondrán a disposición de la Secretaría del GATT ejemplares de esas publicaciones.

5. Los formularios de solicitud y, en su caso, de renovación, serán de la mayor sencillez posible. Al presentar la solicitud podrán exigirse los documentos y la información que se consideren estrictamente necesarios para el buen funcionamiento del régimen de licencias.

6. El procedimiento para la solicitud y, en su caso, la renovación, será de la mayor sencillez posible. En relación con una solicitud, el solicitante sólo tendrá que dirigirse a un órgano administrativo, previamente especificado en las reglas a que se hace referencia en el párrafo 4 del presente artículo, y dispondrá para ello de un plazo razonable. En los casos en que sea estrictamente indispensable dirigirse a más de un órgano administrativo en relación con una solicitud, el número de estos órganos se reducirá al mínimo posible.

7. Ninguna solicitud se rechazará por errores leves de documentación que no alteren los datos básicos contenidos en la misma. No se impondrá ninguna sanción superior a la necesaria para servir simplemente de advertencia por causa de omisiones o errores de documentación o procedimiento en los que sea evidente que no existe intención fraudulenta ni negligencia grave.

8. Las importaciones amparadas en licencias no se rechazarán por variaciones de poca importancia del valor, la cantidad o el peso en relación con los expresados en la licencia, debidas a diferencias ocurridas durante el transporte, diferencias propias de la carga a granel u otras diferencias menores compatibles con la práctica comercial normal.

9. Se pondrán a disposición de los titulares de licencias las divisas necesarias para pagar las importaciones amparadas por las licencias, con el mismo criterio que se siga para los importadores de mercancías que no requieran licencia.

10. En lo concerniente a las excepciones relativas a la seguridad, serán de aplicación las disposiciones del artículo XXI del Acuerdo General.

11. Las disposiciones del presente Acuerdo no obligarán a ninguna Parte a revelar información confidencial cuya divulgación obstaculizaría la aplicación de las leyes o atentaría de otro modo contra el interés público o lesionaría los intereses comerciales legítimos de determinadas empresas, públicas o privadas.

Artículo 2. Trámite de licencias automáticas de importación²

1. Se entiende por trámite de licencias automáticas de importación un sistema de licencias de importación en virtud del cual las solicitudes se aprueban liberalmente.

2. Además de lo dispuesto en los párrafos 1 a 11 del artículo 1 y en el párrafo 1 del artículo 2, se aplicarán a los procedimientos de trámite de licencias automáticas de importación las siguientes disposiciones³:

- a) Los procedimientos de trámite de licencias automáticas no se administrarán de manera que tengan efectos restrictivos sobre las importaciones sujetas a licencias automáticas;
- b) Las Partes reconocen que el trámite de licencias automáticas de importación puede ser necesario cuando no se disponga de otros procedimientos adecuados. El trámite de licencias automáticas de importación podrá mantenerse mientras perduren las circunstancias que originaron su implantación o mientras los fines administrativos que persiga no puedan conseguirse de manera más adecuada;
- c) Todas las personas, empresas o instituciones que reúnan las condiciones legales del país importador para efectuar operaciones de importación referentes a productos sujetos al trámite de licencias automáticas tendrán igual derecho a solicitar y obtener las licencias de importación;

² Los procedimientos para el trámite de licencias de importación que requieran una caución y no tengan efectos restrictivos sobre las importaciones deberán considerarse comprendidos en el ámbito de los párrafos 1 y 2.

³ Previa notificación al Comité previsto en el párrafo 1 del artículo 4, todo país en desarrollo que sea Parte y al que los requisitos de los apartados d) y e) de este párrafo planteen dificultades especiales podrá aplazar la aplicación de esos apartados durante un máximo de dos años a partir de la fecha en que el presente Acuerdo entre en vigor para dicho país.

- d) Las solicitudes de licencias podrán ser presentadas en cualquier día hábil con anterioridad al despacho aduanero de las mercancías;
- e) Las solicitudes de licencias que se presenten en forma adecuada y completa se aprobarán en cuanto se reciban, en la medida en que sea administrativamente factible, y en todo caso dentro de un plazo máximo de diez días hábiles.

Artículo 3. Trámite de licencias no automáticas de importación

Además de lo dispuesto en los párrafos 1 a 11 del artículo 1, se aplicarán a los procedimientos de trámite de licencias no automáticas de importación, esto es, a aquellos procedimientos de trámite de licencias de importación no comprendidos en los párrafos 1 y 2 del artículo 2, las siguientes disposiciones:

- a) Los procedimientos adoptados para el trámite de licencias y las prácticas seguidas para la expedición de licencias destinadas a la administración de contingentes u otras restricciones a la importación no tendrán para las importaciones efectos restrictivos adicionales a los resultantes del establecimiento de la restricción;
- b) Las Partes proporcionarán, previa petición de cualquier Parte que tenga interés en el comercio del producto de que se trate, toda la información pertinente sobre:
 - i) la aplicación de las restricciones;
 - ii) las licencias de importación concedidas durante un período reciente;
 - iii) la repartición de estas licencias entre los países abastecedores;
 - iv) cuando sea factible, estadísticas de importación (en valor o volumen) de los productos sujetos al trámite de licencias de importación. No se esperará de los países en desarrollo que asuman cargas administrativas o financieras adicionales por ese concepto;
- c) Las Partes que administren contingentes mediante licencias publicarán el volumen total y/o el valor total de los contingentes que vayan a aplicarse, sus fechas de apertura y cierre, y cualquier cambio de ellos;
- d) Cuando se trate de contingentes repartidos entre los países abastecedores, la Parte que aplique la restricción informará sin demora a todas las demás Partes interesadas en el abastecimiento del producto de que se trate acerca de la parte del contingente, expresada en volumen o en valor, que haya sido asignada, para el período en curso, a los diversos países abastecedores, y publicará todas las informaciones pertinentes a este respecto;

- e) Cuando se haya fijado una fecha de apertura para la presentación de solicitudes de licencias, las reglas y las listas de productos a que se hace referencia en el párrafo ⁴ del artículo 1 se publicarán con la mayor antelación posible a esa fecha, o inmediatamente después del anuncio del contingente u otra medida que implique el requisito de obtener licencias de importación;
- f) Todas las personas, empresas o instituciones que reúnan las condiciones legales del país importador tendrán igual derecho a solicitar una licencia y a que se tenga en cuenta su solicitud. Si la solicitud de licencia no es aprobada, se darán al solicitante que las pida las razones de la denegación, contra la que tendrá derecho a recurrir con arreglo a la legislación o los procedimientos internos del país importador;
- g) El plazo de tramitación de las solicitudes será lo más breve posible;
- h) El período de validez de la licencia será de duración razonable y no será tan breve que impida las importaciones. El período de validez de la licencia no habrá de impedir las importaciones procedentes de fuentes alejadas, salvo en casos especiales en que las importaciones sean necesarias para hacer frente a requerimientos a corto plazo de carácter imprevisto;
- i) En la administración de los contingentes, las Partes no impedirán que se realicen las importaciones de conformidad con las licencias expedidas, y no desalentarán la utilización íntegra de los contingentes;
- j) En la expedición de las licencias, las Partes tendrán en cuenta la conveniencia de que las licencias se expidan para cantidades económicas de productos;
- k) Al asignar las licencias las Partes deberán tener en cuenta las importaciones realizadas por el solicitante, y si éste ha utilizado en su integridad las licencias que se le hayan expedido, durante un período representativo reciente;
- l) Se procurará asegurar una distribución razonable de licencias a los nuevos importadores, teniendo en cuenta la conveniencia de que las licencias se expidan para cantidades económicas de productos. A este respecto, deberá darse especial consideración a los importadores que importen productos originarios de países en desarrollo, en particular de los países menos adelantados;
- m) En el caso de contingentes administrados por medio de licencias que no se repartan entre países abastecedores, los titulares de las licencias⁴ podrán elegir libremente las fuentes de las importaciones.

⁴ A veces denominados "titulares de los contingentes".

En el caso de contingentes repartidos entre países abastecedores, se estipulará claramente en la licencia el país o los países;

- n) Al aplicar las disposiciones del párrafo 8 del artículo 1, se podrán hacer en las nuevas distribuciones de licencias ajustes compensatorios en caso de que las importaciones hayan rebasado el nivel de las licencias anteriores.

Artículo 4. Instituciones, consultas y solución de diferencias*

1. En virtud del presente Acuerdo se establecerá un Comité de Licencias de Importación (denominado en el presente Acuerdo "Comité"), compuesto de representantes de cada una de las Partes. El Comité elegirá a su Presidente y se reunirá cuando proceda con el fin de dar a las Partes la oportunidad de celebrar consultas sobre cualquier cuestión relacionada con el funcionamiento del presente Acuerdo o la consecución de sus objetivos.

2. Las consultas y la solución de diferencias con respecto a cuestiones relativas al funcionamiento del presente Acuerdo se registrarán por los procedimientos previstos en los artículos XXII y XXIII del Acuerdo General.

Artículo 5. Disposiciones finales

1. Aceptación y adhesión

- a) El presente Acuerdo estará abierto a la aceptación, mediante firma o formalidad de otra clase, de los gobiernos que sean partes contratantes del Acuerdo General, y de la Comunidad Económica Europea.
- b) El presente Acuerdo estará abierto a la aceptación, mediante firma o formalidad de otra clase, de los gobiernos que se hayan adherido provisionalmente al Acuerdo General, en condiciones que, respecto de la aplicación efectiva de los derechos y obligaciones dimanantes del presente Acuerdo, tengan en cuenta los derechos y obligaciones previstos en los instrumentos relativos a su adhesión provisional.
- c) El presente Acuerdo estará abierto a la adhesión de cualquier otro gobierno en las condiciones que, respecto de la aplicación efectiva de los derechos y obligaciones dimanantes del mismo, convengan dicho gobierno y las Partes, mediante el depósito en poder del Director General de las PARTES CONTRATANTES del Acuerdo General de un instrumento de adhesión en el que se enuncien las condiciones convenidas.
- d) A los efectos de la aceptación, serán aplicables las disposiciones de los apartados a) y b) del párrafo 5 del artículo XXVI del Acuerdo General.

*El término "diferencias" se usa en el GATT en el mismo sentido que en otros organismos se atribuye a la palabra "controversias". (Esta nota sólo concierne al texto español.)

2. Reservas

No podrán formularse reservas respecto de ninguna de las disposiciones del presente Acuerdo sin el consentimiento de las demás Partes.

3. Entrada en vigor

El presente Acuerdo entrará en vigor el 1.º de enero de 1980 para los gobiernos⁵ que lo hayan aceptado o se hayan adherido a él para esa fecha. Para cada uno de los demás gobiernos, el presente Acuerdo entrará en vigor el trigésimo día siguiente a la fecha de su aceptación o adhesión.

4. Legislación nacional

- a) Cada gobierno que acepte el presente Acuerdo o se adhiera a él velará por que, a más tardar en la fecha en que el presente Acuerdo entre en vigor para él, sus leyes, reglamentos y procedimientos administrativos estén en conformidad con las disposiciones del presente Acuerdo.
- b) Cada una de las Partes informará al Comité de las modificaciones introducidas en aquellas de sus leyes y reglamentos que tengan relación con el presente Acuerdo y en la aplicación de dichas leyes y reglamentos.

5. Examen

El Comité examinará según sea necesario, y por lo menos una vez cada dos años, la aplicación y funcionamiento del presente Acuerdo habida cuenta de sus objetivos, e informará a las PARTES CONTRATANTES del Acuerdo General de las novedades registradas durante los períodos que abarquen dichos exámenes.

6. Modificaciones

Las Partes podrán modificar el presente Acuerdo, teniendo en cuenta, entre otras cosas, la experiencia adquirida en su aplicación. Una modificación acordada por las Partes de conformidad con el procedimiento establecido por el Comité no entrará en vigor para una Parte hasta que esa Parte la haya aceptado.

7. Denuncia

Toda Parte podrá denunciar el presente Acuerdo. La denuncia surtirá efecto a la expiración de un plazo de sesenta días contados desde la fecha en que el Director General de las PARTES CONTRATANTES del Acuerdo General haya recibido notificación escrita de la misma. Recibida esa notificación, toda Parte podrá solicitar la convocación inmediata del Comité.

⁵ A los efectos del presente Acuerdo, se entiende que el término "gobiernos" comprende también las autoridades competentes de la Comunidad Económica Europea.

8. No aplicación del presente Acuerdo entre determinadas Partes

El presente Acuerdo no se aplicará entre dos Partes cualesquiera si, en el momento en que una de ellas lo acepta o se adhiere a él, una de esas Partes no consiente en dicha aplicación.

9. Secretaría

Los servicios de secretaría del presente Acuerdo serán prestados por la Secretaría del GATT.

10. Depósito

El presente Acuerdo será depositado en poder del Director General de las PARTES CONTRATANTES del Acuerdo General, quien remitirá sin dilación a cada Parte y a cada una de las partes contratantes del Acuerdo General copia autenticada de dicho instrumento y de cada modificación introducida en el mismo al amparo del párrafo 6 del artículo 5, y notificación de cada aceptación o adhesión hechas con arreglo al párrafo 1 del artículo 5 y de cada denuncia del presente Acuerdo realizada de conformidad con el párrafo 7 del mismo artículo 5.

11. Registro

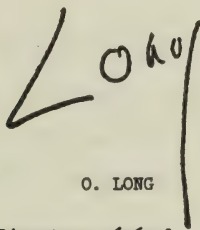
El presente Acuerdo será registrado de conformidad con las disposiciones del Artículo 102 de la Carta de las Naciones Unidas.

Hecho en Ginebra el doce de abril de mil novecientos setenta y nueve, en un solo ejemplar y en los idiomas español, francés e inglés, siendo cada uno de los textos igualmente auténtico.

I hereby certify that the foregoing text is a true copy of the Agreement on Import Licensing Procedures, done at Geneva on 12 April 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de l'Accord relatif aux procédures en matière de licences d'importation, établi à Genève le 12 avril 1979, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme del Acuerdo sobre procedimientos para el trámite de licencias de importación, hecho en Ginebra el 12 de abril de 1979, de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.



O. LONG

Director General
Geneva

Directeur général
Genève

Director General
Ginebra

HUNGARIAN PEOPLE'S REPUBLIC

Air Transport Services

*Agreement extending the agreement of May 30, 1972, as amended
and extended.*

Effected by exchange of notes

Dated at Budapest May 30, 1980;

Entered into force May 30, 1980.

The American Embassy to the Hungarian Ministry of Foreign Affairs

No. 113

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic signed at Washington May 30, 1972, as amended and extended.^[1]

The United States does not believe that the Air Transport Agreement has provided a satisfactory basis for expanding air transport relations between the two countries. In order to facilitate air transport relations on an interim basis, pending negotiation of a new agreement, the United States Government proposes that the 1972 agreement be extended through December 31, 1980.

If these understandings are acceptable to the Government of the Hungarian People's Republic, the Embassy of the United States of America proposes that this note and the reply of the Ministry constitute an agreement, to be effective on the date of your reply, between the governments of the two countries extending the Air Transport Agreement through December 31, 1980.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Hungarian People's Republic the assurances of its highest consideration.

Embassy of the United States of America,

Budapest, May 30, 1980.

¹ TIAS 7577, 8096, 8617; 24 UST 716; 26 UST 1083; 28 UST 5183.

The Hungarian Ministry for Foreign Affairs to the American Embassy

A MAGYAR NÉPKÖZTÁRSASÁG
KULUGYMINISZTERIUMA [1]

Note 3598-3/80.

The Ministry for Foreign Affairs of the Hungarian People's Republic presents its compliments to the Embassy of the United States of America and referring to the Embassy's Note No.113 of May 30, 1980 has the honour to communicate the following. The Government of the Hungarian People's Republic agrees that the validity of the Air Transport Agreement between the Government of the Hungarian People's Republic and the Government of the United States of America signed in Washington on May 30, 1972 and amended in Budapest by an exchange of notes dated May 9 and 16, 1975 be extended through December 31, 1980, according to the proposal contained in the above-mentioned Note of May 30, 1980. It is acceptable to the Government of the Hungarian People's Republic that this note and the referred note of the Embassy constitute an agreement between the governments of the two countries extending the Air Transport Agreement through December 31, 1980.

The Ministry of Foreign Affairs of the Hungarian People's Republic avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Budapest, May 30, 1980.

Embassy of the United States of
America

B u d a p e s t



¹ In translation reads: "The Hungarian People's Republic
Ministry of Foreign Affairs"

NICARAGUA

Agricultural Commodities

Agreement signed at Managua August 31, 1979;

Entered into force August 31, 1979.

And amending agreements

Effected by exchange of notes

Dated at Managua February 11 and 13, 1980;

Entered into force February 13, 1980.

And exchange of notes

Dated at Managua March 20 and 25, 1980;

Entered into force March 25, 1980.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF NATIONAL RECONSTRUCTION OF NICARAGUA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of National Reconstruction of Nicaragua

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Nicaragua (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONSARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

TIAS 9790

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as

it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Millions)
Wheat/Wheat Flour (Wheat basis)	1979 and 1980	15,000	\$ 2.6
	Total		\$ 2.6

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

- a. Initial Payment - None.
- b. Currency Use Payment - None.
- c. Number of Installment Payments - Twenty (20)
- d. Amount of Each Installment Payment - Approximately equal annual amounts.
- e. Due Date of First Installment Payment - Six (6) years after date of last delivery of commodities in each calendar year.
- f. Initial Interest Rate - Two (2) percent.
- g. Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement</u>
Wheat/Wheat Flour	1979 and 1980	None

Item IV. Export Limitations:a. Export Limitation Period:

The export limitation period shall be United States Fiscal Years 1979, 1980 and any subsequent U.S. fiscal year in which commodities financed under this agreement are being imported or utilized.

b. Commodities to Which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: For wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name).

Item V. Self-Help Measures:

a. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

b. The Government of Nicaragua agrees to:

1. Increase overall investment in agriculture and agricultural development with particular concern for the rural poor and the small farmer.
2. Provide increased access to markets for small farmers and increased employment opportunities for rural workers through an expanded program in grain stabilization.
3. Improve and expand the Government's AID assisted program of agricultural credit to increase their access to farm inputs such as seed, fertilizer, pesticides, and hand tools.
4. To carry out a Government land distribution program designed to provide land to landless small farmers as well as the related services and inputs needed by the program participants to farm efficiently and productively.

5. Expand training programs for small farmers in modern cultivation and production techniques.
6. Make available to the poor rural population on a nationwide basis education, nutrition, and health programs including basic health services, potable water and sanitation.
7. Construction and maintenance of rural infrastructure.

Item VI. Economic Development Purposes for Which Proceeds Accruing to the Importing Country Are To Be Used

- a. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in item V above, and for activities related to the reconstruction/recovery program particularly in the agricultural sector.
- b. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

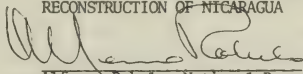
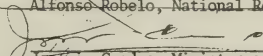
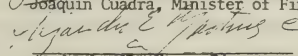
B. This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at Managua in duplicate, this 31st day of August, 1979.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

 [1]

FOR THE GOVERNMENT OF NATIONAL
RECONSTRUCTION OF NICARAGUA


Alfonso Robelo, National Reconstruction
Board

Joaquin Cuadra, Minister of Finance

Alejandro Martinez, Director, INCEI

¹ Lawrence Pezzullo.

[AMENDING AGREEMENTS]

The American Embassy to the Nicaraguan Ministry of Foreign Relations

No. 37

The Embassy of the United States of America presents its compliments to the Ministry of Exterior of the Republic of Nicaragua and has the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 31, 1979, and to propose that the Agreement be amended by making the following changes in PART II, Particular Provisions:

- A. In Item I, Commodity Table, under appropriate column headings:
 - (1) On line entitled Wheat/Wheat Flour (Wheat basis), change quote 15,000 unquote to quote 40,000 unquote, and quote dollars 2.6 unquote to quote dollars 7.1 unquote.
 - (2) Immediately beneath line entitled quote wheat/wheat flour (Wheat basis) unquote, and under appropriate column headings, insert two new line items as follows: quote rice—1980—3,000—1.0 unquote and quote soybean/cotton seed oil—1980—5.700—4.5 unquote.
 - (3) On line entitled quote total unquote, change quote dollars 2.6 unquote to dollars 12.6 unquote.
- B. In Item III, Usual Marketing Table, under appropriate column headings insert two new line items as follows: quote rice—1980—none unquote and quote edible vegetable oil and/or oil-bearing seeds (oil equivalent basis—1980—none unquote.
- C. In Item IV, Export Limitations, paragraph B, commodities to which export limitations apply, change the period concluding that paragraph to a semi-colon, and add the following: quote for rice—rice, in the form of paddy, brown, or milled; and for soybean/cotton seed oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil-bearing seeds from which these oils are produced unquote.
- D. In Item VI, Economic Development Purposes for which proceeds accruing to importing country are to be used, insert a new paragraph as follows: Quote C. Furthermore, the parties agree that the total amount of the proceeds accruing from the sale of commodities financed under this Agreement be deposited in a special Account with Nicaragua's Central Bank, and that the specific utilizations of these funds shall be governed by sub-agreements approved jointly in writing by the International Reconstruction Fund (FIR), the Nicaraguan implementing agency, and the U.S. Agency for International Development (A.I.D.).

All other terms and conditions of the August 31, 1979 Agreement remain the same.

If the foregoing Amendment is acceptable to your Government, we propose that this Diplomatic Note, together with your reply thereto, constitute an Agreement between our two governments to become effective on the date of your Diplomatic Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Exterior the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
MANAGUA, D.N., *February 11, 1980.*

The Nicaraguan Ministry of Foreign Relations to the American Embassy



MINISTERIO
DEL
EXTERIOR
Managua, Nic.

"AÑO DE LA ALFABETIZACION"

SECRETARIA GENERAL

MTP. Nb. 046

El Ministerio del Exterior de la República de Nicaragua saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de dar aviso de recibo a la nota verbal No. 37 de fecha 11 de febrero en curso, por la que al referirse al Convenio de la Venta de Productos Agrícolas, firmado por representantes de los Gobiernos de los dos países el 31 de agosto de 1979, se propone sea enmendado el Capítulo II, Disposiciones - Particulares, en la forma que se estipula en dicha comunicación.

Finalmente se propone, que si la Enmienda es aceptable para el Gobierno de Nicaragua, la nota recibida y la correspondiente respuesta, constituyan un Acuerdo entre los dos Gobiernos, efectivo a partir de la fecha de esta nota.

Habiendo revisado la Enmienda en referencia la Junta de Gobierno de Reconstrucción Nacional la acepta en la forma propuesta, constituyendo la nota de la Honorable Embajada de los Estados Unidos de América en mención y esta contestación un Acuerdo entre los dos Gobiernos, que entrará en vigor a partir de esta fecha.

El Ministerio del Exterior aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

Managua, 13 de febrero de 1980.

A LA HONORABLE EMBAJADA DE LOS
ESTADOS UNIDOS DE AMERICA,
MANAGUA.-

TRANSLATION

Republic of Nicaragua
Central America

Ministry of Foreign Relations
Managua, Nicaragua

General Secretariat

MJP No. 046

The Ministry of Foreign Relations of the Republic of Nicaragua presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note verbale No. 37 of February 11, 1980, which refers to the Agricultural Commodities Agreement signed by representatives of the two governments on August 31, 1979, and proposes that Part II, Particular Provisions, be amended as stipulated in the aforesaid note.

Lastly, it is proposed that if the amendment is acceptable to the Government of Nicaragua, the note received and the reply thereto shall constitute an agreement between the two governments to become effective on the date of this note.

Having reviewed the aforesaid amendment, the Junta of the Government of National Reconstruction accepts it as proposed. Therefore, the note from the Embassy of the United States of America and this reply thereto constitute an agreement between the two governments that shall become effective today.

The Ministry of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Managua, February 13, 1980

Miguel D'Escoto

The Embassy of the
United States of America,
Managua.

The American Embassy to the Nicaraguan Ministry of Foreign Relations

No. 99

The Embassy of the United States of America presents its compliments to the Ministry of Exterior of the Republic of Nicaragua and has the honor to refer to the Agricultural Commodities Agreement signed by Representatives of our two Governments on August 31, 1979 as amended on February 11, 1980, and to propose that the Agreement be further amended as follows:

In Part II, particular provisions, Item IV, export limitations:

- A. In paragraph B, commodities to which export limitations apply, add the following sentence: Quote. However, for purposes of this Agreement, sesame seed shall not be considered to be included among those commodities listed above. Unquote.
- B. Add a new paragraph C as follows:

Quote C. Permissible Exports:

<u>Commodity</u>	<u>Quantity</u>	<u>Period Exports Permitted</u>
Peanuts	994 Metric Tons	During United States Fiscal Year 1980 and any subsequent period during which soybean or cotton seed oil purchased under this Agreement is being imported or utilized.
Peanut Oil	382 Metric Tons	

Unquote.

All other terms and conditions of the August 31, 1979, Agreement, as amended, remain the same.

If foregoing Amendment is acceptable to your Government, we propose that this note, together with your reply thereto, constitute an Agreement between our two Governments to become effective on the date of your Diplomatic Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Exterior the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA.
MANAGUA, D.N., March 20, 1980

SA 96

The Nicaraguan Ministry of Foreign Relations to the American Embassy

GOBIERNO DE RECONSTRUCCION NACIONAL

MINISTERIO

DEL

EXTERIOR

MANAGUA, NIC.

"AÑO DE LA ALFABETIZACION"

SECRETA IA GENERAL

MJP. No. 072

El Ministerio del Exterior saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de dar aviso de recibo a la nota verbal No. 99 de fecha 20 de marzo en curso, por la que al referirse al Convenio de la Venta de Productos Agrícolas celebrado entre Nicaragua y los Estados Unidos de América el 31 de agosto de 1979, enmendado el 11 de febrero próximo pasado, se propone una nueva enmienda en los siguientes términos:

"Bajo Capítulo II, disposiciones particulares, Punto IV, limitaciones de exportación: A.—En el párrafo B, productos a los cuales se aplican limitaciones de exportación, agregar la siguiente línea: Sin embargo, para propósitos de este Convenio, la semilla de ajonjolí no deberá ser considerada para incluirse entre los productos arriba enumerados. B.—Agregar un párrafo nuevo C, dado a continuación: Exportaciones Permisibles

<u>Producto</u>	<u>Cantidad</u>	<u>Período Permisible de exportación</u>
Maní	994 Toneladas Métricas	Durante el Año Fiscal 1980 de los Estados Unidos de América y cualquier período subsiguiente durante el cual aceite de soya o aceite de semilla de algodón, comprados bajo este acuerdo, sean importados o utilizados.
Aceite de Maní	382 Toneladas Métricas	

A LA HONORABLE EMBAJADA DE LOS
ESTADOS UNIDOS DE AMERICA,
Managua.—

Todos los demás términos y condiciones del Convenio enmendado del 31 de Agosto de 1979, permanecerán iguales.—Si la enmienda anterior es aceptable para su Gobierno, proponemos que esta Nota Diplomática conjuntamente con su respuesta constituyan un Convenio entre nuestros Gobiernos a ser efectivo a partir de la fecha de su respuesta."

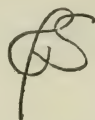
En respuesta se comunica que la Junta de Gobierno de Reconstrucción Nacional acepta la enmienda propuesta en los términos que se dejan transcritos, constituyendo la nota de la Honorable Embajada

TIAS 9790

de los Estados Unidos de América en referencia y esta contestación un Convenio entre los dos Gobiernos que entrará en vigor a partir de esta fecha.

El Ministorio del Exterior aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

MANAGUA, 25 de marzo de 1980.

A handwritten signature in dark ink, consisting of a stylized 'S' followed by a 'B' and a vertical line.

TRANSLATION

GOVERNMENT OF NATIONAL RECONSTRUCTION
Ministry of Foreign Affairs
Managua, Nicaragua

The Secretariat
No. 072

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note verbale No. 99 of March 20, 1980 referring to the Agricultural Commodities Agreement concluded between Nicaragua and the United States of America on August 31, 1979, as amended on February 11, 1980, and proposing a new amendment, worded as follows:

[For the English language text, see p. 1632]

In reply, the Junta of the Government of National Reconstruction accepts the proposed amendment, the terms of which are transcribed above. Therefore, the aforementioned note of the Embassy of the United States of America and this reply constitute an agreement between the two Governments, which shall enter into force today.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Managua, March 25, 1980

[Initialed]

Embassy of the
United States of America,
Managua.

OMAN

Economic and Military Cooperation

Agreement effected by exchange of notes

Signed at Muscat June 4, 1980;

Entered into force June 4, 1980.

*The American Ambassador to the Omani Minister of State for
Foreign Affairs*



EMBASSY OF THE
UNITED STATES OF AMERICA
Muscat, June 4, 1980

Excellency:

I have the honor to refer to the recent discussions between our two governments regarding a framework for bilateral cooperation relating to economic development and trade, and to defense equipment, training and development, in order to enhance the capability of Oman to safeguard its security and territorial integrity, and to promote peace and stability.

As a result of these discussions and as part of this framework, agreement was reached on the use of certain facilities in Oman by the United States in accordance with and subject to implementing arrangements as may be agreed from time to time by our two governments.

If the foregoing is acceptable to the Government of Oman, I have the honor to propose that this Note, together with your reply to that effect, shall constitute an agreement between our two governments.

Accept, Sir, the renewed assurances of my highest consideration.

Marshall W. Wiley ^[1]

Ambassador of the
United States of America

His Excellency

Qais Abd al-Mun'im al-Zawawi,

Minister of State for Foreign Affairs of
the Sultanate of Oman,

Muscat.

¹ Marshall W. Wiley.

The Omani Minister of State for Foreign Affairs to the American Ambassador

Sultanate of Oman

Ministry of Foreign Affairs
Office of the Minister



Muscat June 4, 1980

Ref:

Excellency ,

I have the honour to acknowledge receipt of your Note dated June 4 , 1980 regarding a framework for bilateral cooperation between our two countries.

I further have the honour to confirm the acceptance of the Government of Oman of the contents of your abovementioned Note, which I quote :

" I have the honour to refer to the recent discussions between our two governments regarding a framework for bilateral cooperation relating to economic development and trade, and to defence equipment, training and development, in order to enhance the capability of Oman to safeguard its security and territorial integrity, and to promote peace and stability .

As a result of these discussions and as part of this framework, agreement was reached on the use of certain facilities in Oman by the United States in accordance with and subject to implementing arrangements as may be agreed from time to time between our two governments.

If the foregoing is acceptable to the Government of Oman, I have the honour to propose that this Note, together with your reply to that effect, shall constitute an agreement between our two governments .

Accept , Sir, the renewed assurances of my highest consideration . "

I take this opportunity to renew to Your Excellency the assurance of my highest consideration .

QAIS A. AL-ZAWAWI
MINISTER OF STATE FOR FOREIGN AFFAIRS

His Excellency Marshall W. Wiley,
Ambassador of the United States of America,
Muscat.

NETHERLANDS

**Atomic Energy: Research Participation and
Technical Exchange**

*Agreement signed at Washington and The Hague April 21 and
June 6, 1980;*

Entered into force June 6, 1980.

AGREEMENT

ON RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)

AND

THE NETHERLANDS ENERGY RESEARCH FOUNDATION (ECN)

IN

THE USNRC HEAVY SECTION STEEL TECHNOLOGY (HSST)/ELASTIC PLASTIC FRACTURE
MECHANICS (EPFM) AND AEROSOL RELEASE AND TRANSPORT (ART) RESEARCH PROGRAMS

AND

THE DUTCH BROS I-II/EPOSS AND AEROSOL RESEARCH PROGRAMS

The Contracting Parties

Considering that the United States Nuclear Regulatory Commission (USNRC)
and the Netherlands Energy Research Foundation (ECN)

- (a) have a mutual interest in cooperation in the field of reactor safety research, and
- (b) have as a mutual objective improving and thus ensuring the safety of reactors on an international basis, and
- (c) have as a mutual objective the achievement of full reciprocity in the exchange of technical information in the field of reactor safety research, and
- (d) recognize that their respective Countries are member nations of the International Energy Agency which encourages cooperative programs on reactor safety research, and

- (e) have expressed their intention to provide for technical exchange in the USNRC-funded Heavy Section Steel Technology/Elastic Plastic Fracture Mechanics programs (HSST/EPFM) and Aerosol Release and Transport (ART) programs and in the Dutch-funded BROS I-II programs being conducted under contractual arrangement with Government funding by Rijn-Schelde-Verolme Machinefabrieken en Scheepswerven N.V. (RSV), the Nederlandse Organisatie voor toegepastnatuurwetenschappelijk onderzoek ten behoeve van Nijverheid, Handel en Verkeer (NO-TNO), the Technische Hogeschool Delft (THD), the Naamloze Vennootschap tot Keuring van Electrotechnische Materialen (KEMA) and the EPOSS program conducted by the THD (the foregoing Dutch Parties conducting the BROS I-II and EPOSS programs being referred to hereinafter as the BROS/EPOSS Parties) and in the Fast Reactor Aerosol Research (Aerosol) Program being conducted by the Energie Onderzoek Centrum Nederland (ECN),

Have AGREED as follows:

ARTICLE I - PROGRAM COOPERATION

- A. The USNRC and the ECN, in accordance with the provisions of this Agreement and subject to applicable laws and regulations in force in their respective Countries, will provide for technical exchange in the HSST/EPFM Program (Appendix A), the ART Program (Appendix B), the BROS I-II/EPOSS Programs (Appendix C), and the Fast Reactor Aerosol Research (Aerosol) Program (Appendix D).
- B. The term "assignee" as used herein shall mean the BROS/EPOSS Parties or any other organization designated by the signatory parties in their respective countries.

ARTICLE II - SCOPE OF AGREEMENT

A. Scope of Responsibility - USNRC

1. The USNRC, in consideration of the technical benefits received by its participation in the Dutch BROS I-II/EPOSS and Aerosol programs, and by its receipt of information under this Agreement, agrees to permit the ECN and BROS/EPOSS parties to participate in the HSST/EPFM and ART programs, which the USNRC will carry out, as described in Appendices A and B, or as amended, subject to the availability of funds.
2. The USNRC agrees to permit the ECN to assign one mutually agreed upon technical expert to each of the HSST/EPFM and ART programs for participation in the analysis of program experiments.

3. In addition, the USNRC agrees to permit the ECN to assign one technical expert as a consultant to each of the HSST/EPFM and ART program review groups, which periodically review the status of the current programs and of future program plans.
4. The USNRC agrees to grant the ECN and its assignees access to all experimental data and results of analyses generated by the HSST/EPFM and ART programs during the period of this Agreement.
5. The USNRC agrees to provide the ECN and its assignees access to USNRC computer codes developed to analyze experimental data generated by the HSST/EPFM and ART programs. Access to proprietary codes and data will not be provided except by written authorization of the owner.
6. The USNRC agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation in the BROS I-II/EPOSS and Aerosol programs, and for the transport and related costs for apparatuses and other equipment furnished by the USNRC.
7. The USNRC agrees to provide the ECN and BROS/EPOSS parties access to all results obtained from USNRC's and its contractors' analyses of information and experimentation developed for the BROS I-II/EPOSS and Aerosol programs during the period of this Agreement.

B. Scope of Responsibility - ECN

1. The ECN in consideration of the technical benefits received by its participation in the HSST/EPFM and ART programs and by its receipt of information under this Agreement, agrees to permit the USNRC and its contractors to participate in the BROS I-II/EPOSS and Aerosol programs which the BROS/EPOSS Parties will carry out, as described in Appendix C, or as amended, subject to the availability of funds, and in the Aerosol Program which the ECN will carry out, as described in Appendix D, or as amended, subject to the availability of funds.
2. The ECN agrees to permit the USNRC to assign one mutually agreed upon technical expert to each of the BROS I-II/EPOSS and Aerosol programs for participation in the analysis of program experiments.
3. In addition, ECN agrees to permit the USNRC to assign one technical expert as a consultant to appropriate ECN program review or planning groups, which periodically review the status of the BROS I-II/EPOSS and Aerosol programs and of future program plans.

4. The ECN agrees to grant the USNRC and its assignees access to all experimental data and results of the analyses generated by the BROS I-II/EPOSS and Aerosol programs during the period of this Agreement.
5. The ECN agrees to provide the USNRC and its assignees access to Dutch computer codes developed to analyze experimental data generated by the BROS I-II/EPOSS and Aerosol programs. Access to proprietary codes and data will not be provided except by written authorization of the owner.
6. The ECN agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation in the HSST/EPFM and ART programs under this Agreement, and for the transport and related costs for apparatus and other equipment furnished by the ECN.
7. The ECN agrees to provide the USNRC and its contractors access to all results obtained from ECN's and the BROS/EPOSS Parties' analyses of information and experimentation developed for the HSST/EPFM and ART programs during the period of this Agreement.

ARTICLE III - PATENTS

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this Agreement for ECN participation in the HSST/EPFM and ART programs, the USNRC on behalf of the United States Government, as the recipient party, and the ECN as assigning party, and for USNRC participation in the BROS I-II/EPOSS and Aerosol programs, the ECN on behalf of the Netherlands Government, as the recipient party, and the USNRC as assigning party, hereby agree that:
 1. If made or conceived by personnel of one party (the assigning party) or its assignees while assigned to the other party (recipient party) or its assignees:
 - (a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third countries, subject to a nonexclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

- (b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own country, subject to a nonexclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.
- 2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors or BROS/EPOSS Parties to the other party or its contractors or BROS/EPOSS Parties, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free nonexclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.
- B. Neither party shall discriminate against citizens of the country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.
- C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its country.

ARTICLE IV - EXCHANGE OF SCIENTIFIC INFORMATION AND USE OF RESULTS OF PROGRAM

- A. Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such information, except as noted below in paragraphs B and C, may, as required by the administrative procedure in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

- B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commercial purposes or made public without the consent of the transmitting party. Such property is defined as:
- (a) Of a type customarily held in confidence by commercial firms;
 - (b) Not generally known or publicly available from other sources;
 - (c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and
 - (d) Not already in possession of the receiving party or its contractors or BROS/EPOSS Parties.
- C. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:
- (a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and
 - (b) To USNRC prime or subcontractors or to the Dutch BROS/EPOSS Parties for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and
 - (c) On an as-needed, case-by-case basis, to organizations licensed by the responsible governmental authority in the country of the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and
 - (d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license,

PROVIDED that the information disseminated to any person under subparagraphs (b), (c) and (d) above shall be pursuant to an agreement of confidentiality.


- D. The application or use of any information exchanged or transferred between the signatory parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not make any warranty, expressed or implied, nor assume any legal liability or responsibility for any third party's use of any information so exchanged or transferred. Moreover, the receiving party shall hold the transmitting party harmless from all damages of any third party in connection with the use or application of any information exchanged or transferred between the signatory parties to this Agreement.

ARTICLE V - FINAL PROVISIONS

- A. This Agreement shall enter into force upon signature of the parties and shall remain in force for a period of 3 years.
- B. Either party may withdraw from the present Agreement after providing the other party written notice 6 months prior to its intended date of withdrawal.
- C. The USNRC may at its option participate in a continuation of the ECN BROS I-II/EPOSS and Aerosol programs beyond the 3-year period of this Agreement under mutually acceptable terms and conditions.
- D. The ECN may at its option participate in a continuation of the USNRC HSST/EPFM and ART programs beyond the 3-year period of this Agreement under mutually acceptable terms and conditions.
- E. If any of the technical programs described in Appendices A, B, C and D are substantially increased in scope, the parties shall consider ways in which the equitable balance of the exchange may be maintained.
- F. If any of the technical programs described in Appendices A, B, C and D are substantially reduced or eliminated, work mutually agreed to be of equivalent interest may be substituted by mutual agreement.
- G. In recognition that the research on neutron surveillance dosimetry and radiation embrittlement sponsored by the parties is closely related to the safety research on steel technology covered under this Agreement, the USNRC and the ECN may, as mutually agreed upon, include such research for technical exchange and cooperation under this Agreement.

- H. Any dispute between the parties concerning the interpretation or application of this Agreement which is not settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the parties, and who shall also choose the chairman of tribunal. Should the parties fail to agree upon the composition of the tribunal or the selection of the chairman, the President of the International Court of Justice shall, at the request of the parties, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Agreement and any applicable laws and regulations, and its decision on all questions of facts shall be final and binding on the parties.
- I. A copy of this Agreement shall be deposited with the Executive Director of the International Energy Agency in recognition of the Agency's interest in international cooperation in energy research and development.

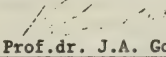
FOR THE UNITED STATES
NUCLEAR REGULATORY COMMISSION

BY:  ^[1]
Acting Executive Director
for Operations

TITLE: _____

DATE: April 21, 1980

FOR THE NETHERLANDS ENERGY
RESEARCH FOUNDATION

BY: 
Prof. dr. J.A. Goedkoop

TITLE: Managing Director of Research

DATE: June 6, 1980

¹ William J. Dircks. [Footnote added by the Department of State.]

Appendix A-1

USNRC HEAVY SECTION STEEL TECHNOLOGY (HSST) PROGRAMI. Objectives

The Heavy-Section Steel Technology (HSST) Program is a major Nuclear Regulatory Commission (NRC) sponsored safety engineering research activity devoted to development of a quantitative basis for assuring adequate margins of safety against fracture of the primary coolant pressure boundaries of water-cooled nuclear power reactors. The principal objects of study are the thick-walled pressure vessels of these reactor systems. All relevant aspects of the technology of the steels and weldments commonly used in reactor pressure vessels are being investigated. Another important part of the program is to establish quantitative relationships between the characteristics of materials and loading conditions under which fracture would occur in a flawed structure.

The specific objectives of the program are to provide a thorough quantitative assessment of heavy-section reactor vessel steel fracture characteristics including a realistic assessment of fracture potential and development of fracture prevention criteria. The program will include the effects of irradiation, flaw growth mechanisms, and the effects of thermal shock, with crack propagation and arrest characteristics under both stress and toughness gradients.

Table 1 describes the general test program capabilities.

The program has been underway since 1967 and over 70 technical reports or progress reports have been produced. The program is extending into studies of thermal shock, weld heat affected zones and failure under pneumatic loads.

II. Research Areas

The HSST program is comprised of the major research areas listed below:

1. Elastic Plastic Fracture Analysis Development and Evaluation. This part of the program has been set up to develop new methods of elastic-plastic fracture analysis and to evaluate existing methods. J-R curve test development for upper shelf toughness characterization is an important task in FY 77-78. Photoelastic measurements, an analysis of nozzle corner cracks, is conducted in model vessels. The required fracture toughness testing is performed in this area. Also this research area provides the analytical support for the thermal shock and the intermediate test vessel (ITV) programs.

2. Cyclic Crack Growth and LWR Crack Growth Analyses. In this research area, the investigators are to continue to develop cyclic crack growth rate data including the effects of material, LWR water chemistry, temperature, R-ratio, cyclic rate, hold time, loading rate, etc., and to determine a realistic upper bound relationship between da/dN and ΔK . From these data, the investigator will update the crack growth analyses for LWR pressure vessels.
3. Irradiation Effects. The purpose of this research area is to determine the static and dynamic toughness of the ductile upper shelf of irradiated reactor vessel materials. Included among the FY 1977 tasks are completion of a 4T-CT program on low shelf weld metals and initiation of a third irradiation of this material.
4. Intermediate Vessel Testing. Tests are planned to evaluate structural integrity of repair welds both on the upper shelf and in the transition region. A crack arrest test is also planned.
5. Thermal Shock. The aim of this research area is to verify the method of analysis that is used to predict crack propagation in a reactor vessel subjected to emergency core cooling system (ECCS) operation following a postulated loss-of-coolant accident (LOCA). Thermal shock tests on 21-inch OD test cylinders have been completed, and studies are underway to design a "warm prestressing" test using liquid N.

TABLE 1
HEAVY SECTION STEEL TEST PROGRAM CAPABILITIES

<u>Test Phase</u>	<u>Capabilities</u>
1. Intermediate Test Vessel (ITV) Testing	Temperature from ambient to $\sim 200^{\circ}\text{F}$ ($\sim 93^{\circ}\text{F}$) Pressures from ambient to ~ 35 ksi (~ 241 MPa)
2. Pneumatic Load Testing of Vessels	Vessel sizes up to ~ 39 in. (99 cm) OD by 54 in. (137 cm) high
3. Thermal Shock Testing	Temperatures from -10°F (-23°C) to 550°F (288°C) Ambient pressure Specimen sizes: Straight cylinders 21 in. (53 cm) OD and 39 in. (99 cm) OD
4. Irradiation Effects	Hot cells for studying highly irradiated Charpy, tensile and 1T CT specimens Irradiation facilities: temperature control up to 550°F ; fluences up to $\sim 2 \times 10^{19}$ n/cm ² specimen up to 4 in. CS

Appendix A-2

USNRC ELASTIC PLASTIC FRACTURE MECHANICS PROGRAMI. Objective

- (1) To develop the methodology required to perform safety analyses under conditions in which stable crack growth occurs; specifically involved are the determination of the J-R curve from a single specimen, the analysis methods to be applied, and the development of the tearing instability concept.
- (2) To develop J-R curve data base for reactor and piping steels, and piping weldments; validate tearing instability predictions with compact specimen tests; explore limits of J-controlled crack growth with respect to cross slip phenomena and total crack extension.

II. Scope of Program

1. Load-displacement analysis for J-R curve.
2. Verification of tearing instability analysis.
3. Limits of J-integral analysis (deformation theory).
4. J-R curve data base.
5. Validity criteria.

Appendix B

USNRC AEROSOL RELEASE AND TRANSPORT PROGRAM*I. Mixed Aerosols in Containment Volumes (NSPP/CRI-II Program) (ORNL)

1. Background

An LMFBR HCDA is postulated to result in the suspension of airborne fuel particulates (mixed oxide aerosols) and products of sodium combustion (Na_2O ; Na_2O_2 aerosols) within the containment building. The assessment of any subsequent release to the atmosphere requires calculations of how the mixture aerosol concentrations change in time as affected by the natural aerosol processes (agglomeration, plateout, and gravitational settling). Computer models have been developed to calculate the nuclear-aerosol transients in containment buildings. These codes require inputs that include aerosol material properties and must be experimentally validated at appropriate concentration levels and, especially, for appropriate mixtures of the fuel aerosols and the sodium oxide aerosols.

2. Objectives

a. NSPP: The overall objective of the NSPP program is to provide experimental validation of HAARM-3 for mixture aerosols under appropriate containment building conditions.

b. CRI-II:

-Develop and calibrate the aerosol generating, sampling, and measurement techniques.

-Qualify the use of UO_2 and U_3O_8 as appropriate fuel aerosol simulants.

-Investigate fuel aerosol behavior at very high concentrations.

-Conduct mixed aerosol experiments to provide scaling data relative to NSPP and to provide aerosol property and morphology information.

-Investigate how fission products associate and travel with the fuel aerosols.

-Investigate effects of a high radiation field on aerosol behavior.

* The USNRC program in fast reactor safety research covers the full range of applicable fuel cycles of fast reactor concepts.

3. Scope

The NSPP/CRI-II portion of the ART Program is to provide the experimental validation of the HAARM-3 aerosol behavioral code (developed by USNRC) under appropriate containment conditions, to provide some of the nuclear aerosol properties, and to investigate the behavior under special circumstances (such as presence of moisture, high concentrations, and presence of a radiation field). The experiments use two separate facilities, the Nuclear Safety Pilot Plant (NSPP) and the Containment Research Installation (CRI-II). The NSPP vessel is of intermediate size (volume = 38.8 M³; height = 3 M) and the CRI-II vessel is ~5 M³ in volume. Mixture aerosols are produced in these facilities by the simultaneous burning of sodium and uranium, and the vessels are equipped to measure the transient concentrations, plateout rates, fallout rates, and aerosol size distributions. Other system parameters are measured which include vessel temperatures, pressures, convection currents, and aerosol morphology (TEM and SEM photomicrographs).

Tests in NSPP include single component tests with sodium oxide aerosols at various concentration levels as produced by spray and pool fires, single component tests at various concentration levels with U₃O₈ aerosols as produced by burning uranium, and tests using mixtures of the two varying total mass concentration, mass ratios, and agglomerate size differentials (different times for mixing the two species).

Special additional tests in CRI-II include the addition of traced fission product simulants and the addition of a high radiation field.

II. HCDA Bubble Source Term (FAST/CRI-III Program) (ORNL)

1. Background

The assessment of the consequences of an LMFBR HCDA requires estimating how much fuel and fission products escape from the primary containment. One postulated path for such release is via a bubble of fuel vapor (and/or sodium vapor) containing noncondensable fission gases that rises through the sodium pool to be released out leakage paths in the (presumed) damaged head.

2. Objectives

The objectives of these experiments and analyses can be stated as follows:

a. Phenomena identification:

- Is the bubble interface stable?
- Are sodium droplets entrained? How much and rate?
Mechanism of entrainment?
- Bubble composition (UO_2 vapor or sodium vapor?)
- What are the sources of sodium vapor? Boiling from the interface? Vaporization of entrained droplets? UO_2 liquid interaction with bulk sodium?
- Do liquid UO_2 fragments penetrate interface and interact with the liquid sodium? Magnitude of FCI under pressure dispersion?
- Does the UO_2 vapor condense? Onto the interface? Within the bubble volume?
- Do condensed UO_2 particles get removed into the sodium or are they transported with the bubble?

b. Quantification of thermal exchange rates:

- Condensation of UO_2 vapor in presence of noncondensable gases onto the bubble interface and onto structures.
- Magnitude of liquid-liquid FCI.

c. Quantification of particle transport rates (how much of the UO_2 gets transported through the sodium?).

d. Characterization of the HCDA source (particle size distribution and properties).

3. Scope

The FAST/CRI-III portion of the Aerosol Release and Transport (ART) Program is to experimentally and analytically investigate phenomena associated with this release path. The experiments made use of a unique technique designated Capacitor Discharge Vaporization (CDV) in which electrical energy stored in capacitors is used to place UO_2 samples into energy states in excess of 3.5 KJ/gram. These samples, simulating severe HCDA states, are allowed to disassemble into various environments (vacuum, argon, under water, and under sodium) within two instrumented vessels, FAST and CRI-III. FAST, the major under water and under sodium vessel, is 2 feet in diameter by 6 feet in height. It is instrumented with high speed motion picture cameras (for under water tests) a recording pyrometer, submersible pressure transducers, a network of thermocouples and void detectors, and aerosol sampling equipment in the cover gas space. Acoustic devices are being developed for tracking the bubble movement and size in the under sodium tests.

Tests are firmly scheduled through FY 1981 which consist of several series of CDV disassemblies in vacuum, in argon, under water, and under sodium. All tests will vary energy input to the UO_2 sample, temperature and pressure of the surrounding environment, and depth of the liquid (water and sodium tests). Follow-on tests will use multipin samples and evaluate the effects of structures.

III. Aerosol Properties Measurements for Mixed Aerosols (BCL)

1. Background

Results of contained aerosol experiments and sensitivity analyses performed with aerosol behavior models have indicated a significant effect on airborne aerosol concentration which results from the actual or assumed properties of agglomerated aerosol particles. The properties of most importance are those related to irregular, fluffy or chain-like structures and concern the mobilities of such agglomerates and their effective dimensions for particle-particle collisions.

2. Objective

The objective of this experimental program is to measure the properties of agglomerates formed from aerosols of mixed materials. These results are intended for use in improving analytical models of aerosol behavior and in analyzing the results of large scale aerosol behavior experiments.

3. Scope

In the past, measurements have been made of agglomerates of sodium oxide particles to determine effective densities and migration velocities in a thermal gradient as dependent on agglomerate mass. These results were incorporated into the HAARM-3 computer code thereby providing more realistic predictions of aerosol behavior. Similar data are needed for agglomerates formed from mixtures of fuel materials, structural materials, and sodium oxide. Of these, UO_2 aerosols formed by vaporization in inert gas atmospheres have been studied to date and studies of mixtures of the noted materials are underway and scheduled.

Appendix C

DUTCH BROS-I, EPOSS AND BROS-II PROGRAMS

C-1. BROS I PROGRAM

Summary

The main aim of the "BROS"-program was to contribute to the existing knowledge and its practical applicability regarding the extension behavior of cracks in nozzle corner regions of thick walled LWR pressure vessels.

The main activities were:

- A. Theoretical research directed towards development of computation methods to calculate the extension behavior of cracks in nozzle corner regions with regard to the economic use of these procedures.
- B. Experimental verification of the developed computation procedures by testing of models (fatigue testing and fracture testing by overload of nozzle-on-flat-plate models).
- C. Determination of fatigue- and fracture (linear elastic)-related parameters of the material from which the models are manufactured to interpret the results of the model tests as well as investigations on elastic-plastic fracture toughness parameters of ASTM A 508 C1. 2 material.
- D. Research on the applicability of acoustic emission techniques to detect, localize and characterize crack-extension in ASTM A 508 C1. 2 material.

The program is partly financed by the Dutch Ministry of Economic Affairs and will be finished by July 1979.

The budget estimate was \$1,700,000 -- based on the 1975 cost level.

Reports:

Progress and interim technical reports are mainly in Dutch; final technical reports will be published in English.

The first final technical reports are available in July 1979.

For further reference see RenD 79272 dated May 1979.

C-2 EPOSS PROGRAM

1. General aim

Crack extension behavior in heavy section nuclear steel pressure vessels in areas of complicated geometry.

2. Particular objectives

Evaluation of the applicability of the J-integral concept (an elastic-plastic fracture mechanics concept) for predicting elastic-plastic crack extension for complex crack configurations in nuclear pressure vessels, notably cracks in nozzle corner regions.

3. Experimental facilities and program

Main activities are:

a. Theoretical investigations

- Computation of J-integral values by the finite element method for 2-dimensional configurations, ranging from simple test specimens to uniaxially loaded plates with cracks emanating from a central hole;

- computation of J-integral values by the finite element method for some 3-dimensional configurations, viz.

- .bars with a quarter-circular edge crack

- .uniaxially loaded plates with quarter-circular cracks emanating from a hole

- .flat plates with a central nozzle and a crack at the nozzle corner

- evaluation of the applicability of simplified approximation procedures to determine J for said configurations.

b. Experimental investigations

- J_I-tests on standard specimens for the model material: i.e., A1C 2024-T3

- model-tests on 2-dimensional configurations: i.e., uniaxially loaded plates with cracks emanating from a central hole

- model-tests on the 3-dimensional configurations mentioned under a.

4. Project-status

- Procedures for efficient computation of J-values by the finite element method have been established.
- Computations of J-values for simple 2-dimensional configurations have been completed.
- Computations of J-values for more complicated 2-dimensional configurations have been completed.
- J_{IC} -tests on standard specimens have been completed.
- Experimental investigations on uniaxially loaded plates with cracks emanating from a central hole have been completed.

The program has been finished in 1977, the originally planned 3-dimensional investigations will be carried out within the BROS-II program (Appendix C.3).

5. Relation with other projects

The study is an extension of the BROS-project into the elastic-plastic regime (see Appendix C1).

6. Reference documents

Rep. MMPP-110, Delft Un. of Technology, Lab. for Thermal Power Engineering.

7. Budget

Approx. df1 750.000 --

C-3 BROS II: PROPOSED PROGRAM FOR CONTINUED RESEARCH ON FLAWS IN THICK-WALLED, STEEL VESSELS

Introduction

Recently a Dutch cooperative research program, called BROS, aimed at investigation of the behavior of cracked nozzle-vessel junctions in nuclear pressure vessels has been finished.

In this program LEFM techniques were applied and relatively small attention was paid to elastic-plastic fracture mechanics. As an extension of this work a proposal for further research was done, in which application of EPFM-techniques will be given special attention. Apart from this some additional LEFM work will be carried out.

The proposed program will be organized the same way as the BROS-program: i.e., a cooperation of various companies and institutes sponsored by the Dutch Ministry of Economical Affairs. The total budget will amount to Hfl 3.000.000 -- (\$1,500,000). The program starts September 1979 and will be finished by the end of 1981.

The total program is divided in seven subprograms, each covering a main topic, that will be investigated mainly at one laboratory. Briefly the topics that will be investigated are summarized below. In the description a rough cost-estimate is presented to indicate the weight of the different parts.

Subprograms

Subprogram 1

In this program LEFM-finite element calculations for a nozzle containing a corner-crack will be performed. The loading in the nozzle region will be deducted from thermal analysis, simulating the emergency cooling procedure of a nuclear reactor.

This program will be executed by Rhine Schelde Verolme.

Cost-estimate: Hfl 155.000 -- (\$77,000 --).

Subprogram 2

This part is aimed at extending the existing knowledge in the field of elastic-plastic finite-element procedures to determine the onset of stable crack growth. Analysis up to now mainly concerned 2D configurations; this program will be directed towards 3D-geometries, for instance nozzle-vessel intersections. With regard to the large amounts of computing time necessary, also optimizing procedures, like application of crack-tip elements, will be studied.

Except numerical methods also the possibility of applying semianalytical methods will be studied.

This program will be executed at the Delft University of Technology.

Cost-estimate: Hfl 800.000 -- (\$400,000).

Subprogram 3

In the subprograms 4, 5, and 6 different fracture parameters, characterizing initiation and slow stable crack-growth, are reviewed. The applicability of these parameters will be studied by experiments on a few configurations under uniaxial and biaxial loading conditions. These experiments will be conducted on an existing 2 MN biaxial testing system. The geometries will, for a start, consist of plates containing line-cracks and subsequently holes with edge-cracks. At a later stage a 3D-configuration will be considered.

These experiments will be performed by Rhine Schelde Verolme.

Cost-estimate: Hfl 780.000 -- (\$390,000 --).

Subprogram 4

These investigations form a continuation of an experiment part of the BROS-program on elastic-plastic fracture parameters. Important aspects that will be studied are:

- to establish material-scatter and to solve the question how to deal with this when applying the results to actual structures.
- study of different features at the initiation point like plastic zone size, crack-opening stretch and the applicability of various experimental techniques for determining the onset of crack extension.
- geometry influences.

The experimental part is accompanied by a finite-element computational part.

This part of the program will be carried out at The Metal Research Institute T.N.O.

Cost-estimate: Hfl 350.000 -- (\$175,000 --).

Subprogram 5

Subprogram 5 comprises the characterization of stable ductile crack growth. Important factors for the investigation will be energy considerations, development of CTOD or J during crack-extension, crack opening angle, development of plasticity, failure mechanisms of specimens and structures. The program consists of an experimental and a finite element computational part.

This program will be carried out at The Metal Research Institute T.N.O.

Cost-estimate: Hfl 385.000 -- (\$192,000 --).

Subprogram 6

The aim of this subprogram is, like subprogram 5, the characterization of slow stable crack growth.

In general, the same methodology as in subprogram 5 will be used. It is felt that in the coming years stable crack growth will become one of the most important topics in EPFM research, which justifies two subprograms dealing with this subject.

Most of the activities will deal with the numerical simulation of stable crack growth, where the experimental results of subprogram 2 and previously obtained results will be used.

The subprogram will be carried out at the Delft University of Technology, in close cooperation with the Metal Research Institute T.N.O., being the executor of subprogram 5.

Cost-estimate: Hfl 200.000 -- (\$100,000 --).

Subprogram 7

In this subprogram a preliminary study of the possibilities and the usefulness of testing a thick-walled pressure vessel containing different types of cracked nozzles, will be performed. In order to show the applicability of the results of the BROS-program experimentally on a real type structure, requirements and recommendations will be drafted. Close cooperation or participation in a large multiclient project may be considered as a way to realize such an expensive and difficult project.

This study will be performed by N.V. KEMA.

Cost-estimate: Hfl 145.000 -- (\$72,000 --).

Appendix D

FAST REACTOR AEROSOL RESEARCH PROGRAM

The behavior of aerosols during passage through cracks and penetrations in concrete walls is being studied in order to provide experimental support for the calculation of aerosol deposition within leak paths through containment walls. The important aspects being studied are the gas leak rate, the reduction of mass concentration and the change of particle size distribution due to passage through various leak paths as a function of pressure differences, temperature gradients, and aerosol material. Moreover, chain-like aerosols being used for this work and which are considered to be relevant in an HCDA, will be characterized in terms of aerodynamic diameters. The existing relation between the aerodynamics of such aggregates and their microstructure (Nature 252 (1974), 385) will be further examined.

Basic experimental studies on gas leakage and aerosol deposition in leak paths of various geometries are performed during the first stage of the project. Leak paths are characterized by the dependence of leak rate on the pressure difference over the leak paths. The aerosol deposition rate is studied experimentally for leak path models having various leak characteristics. As a result a model will be developed relating leak path geometry, gas leakage characteristics and aerosol deposition.

The main parameters being studied are:

Aerosol material	Na-oxide, U-oxide
Aerosol mass concentration	0.1 to 1 gm ⁻³
Pressure difference across leak paths	10 to 200 mbar
Temperature gradients over the leak paths	up to 100°C

Based on the experience already obtained the main effort will be concentrated on aerosol behavior in cracks in concrete, whereas an extension to leak paths associated with rubber gaskets, etc. of doors and plugs is considered.

Aerosols are produced by means of exploding wires or by the burning of Na and U.

Mass and number concentrations are determined by means of accepted modern techniques (filter sampling, CNC, OPC and EAA). In particular, particle sizing will be done by means of the Stöber Spiral centrifuge which allows also the assessment of the dynamic shape factors of the mentioned metal oxide aerosol particles.

The results obtained since the start of the project in 1978 were presented in condensed form at the ANS/ENS Fast Reactor Safety Meeting at Seattle (August 1979).

After the expected completion of the present project in early 1981, research at ECN on nuclear aerosols will be continued in a high priority area taking into account the results to be obtained from the ongoing investigations.

EGYPT

Agricultural Commodities

Agreement signed at Cairo October 4, 1979;

Entered into force October 4, 1979.

With agreed minutes

Signed at Cairo September 25, 1979.

And amending agreements

Effectuated by exchange of notes

Signed at Cairo May 22, 1980;

Entered into force May 22, 1980.

And exchange of notes

Signed at Cairo July 31, 1980;

Entered into force July 31, 1980.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF
EGYPT FOR SALES OF AGRICULTURAL COMMODITIES UNDER
PUBLIC LAW 480 TITLE I ^[1] PROGRAM

The Government of the United States of America and
the Government of the Arab Republic of Egypt have agreed
to the sales of agricultural commodities specified below.

This agreement shall consist of the preamble, Parts I and
III, of the P.L. 480, Title I Agreement of June 7, 1974,^[2]

together with the following Part II:

PART II - PARTICULAR PROVISIONS:

ITEM I. COMMODITY TABLE:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
	(U.S. Fiscal Year)	(Metric Tons)	(Million Dollars)
Wheat/Wheat Flour (Grain Equivalent Basis)	1980	1,412,000	243.2
		TOTAL	243.2

ITEM II. PAYMENT TERMS (Convertible Local Currency Credit)

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment -
Approximately equal annual amounts.
5. Due Date of First Installment Payment -
Ten years after date of last delivery
of commodities in each calendar year.
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

² TIAS 7855; 25 UST 1247.

ITEM III. USUAL MARKETING TABLE:

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirements</u>
	(U.S. Fiscal Year)	(Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1980	2,000,000

ITEM IV. EXPORT LIMITATIONS:

- A. The export limitation period shall be Fiscal Year 1980 or any subsequent fiscal year during which commodities financed under this agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A4 of the Agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name).

ITEM V. SELF-HELP MEASURES:

- A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. The Government of Egypt agrees to undertake the following programs and to provide adequate financial, technical and managerial resources for their implementation:

- (1) Carry out a program that would strengthen self-sufficient private sector agricultural organizations and encourage the use of improved technologies. Emphasis should initially be placed on training that includes an operational orientation towards the management and planning of activities.
- (2) To continue review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs in order to provide a basis for possible changes in the system of output incentives and in systems for the allocation and the use of inputs.
- (3) To expand and improve present GOE capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.
- (4) Continue a reassessment of agricultural sector investment levels, with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns at the same time encouraging pilot projects in marginal lands not yet under cultivation.

- (5) Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, to undertake the formulation of a national agricultural mechanization policy which would encourage the development and application of appropriate technology including small farm machinery and tractors. This effort should include the training of mechanics and drivers and the establishment of a maintenance and spare parts system.
- (6) Building on existing analysis undertake a second stage review of subsidies on food items with a view toward effecting gradual rationalization of subsidies that will protect lower income groups from harmful price increases on basic food items.
- (7) Continue analysis of the present public and private family planning program with the aim of identifying key bottlenecks and developing a strategy for overcoming these by September 30, 1980.
- (8) Examine the organization and management of agricultural research as it relates to increased production through the extension process. The review will (1) identify constraints to agricultural growth in the organization and management of the agricultural sector, and (2) examine controls and procedures for the purpose of creating initiative and incentives for individual farmers while providing necessary services.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS
ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

- A. The proceeds accruing to the importing
country from the sale of commodities financed
under this agreement will be used for financing
the self-help measures set forth in the
Agreement and for the following economic
development sectors: agricultural nutrition
and rural development.
- B. In the use of proceeds for these purposes
emphasis will be placed on directly im-
proving the lives of the poorest of the
recipient country's people and their
capacity to participate in the development
of their country.

IN WITNESS WHEREOF, the respective representatives,
duly authorized for the purpose, have signed the present
agreement. DONE at Cairo, in duplicate, this 4th day of
October, 1979

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
ARAB REPUBLIC OF EGYPT

By: Alfred L. Atherton, Jr.
Name: Alfred L. Atherton, Jr.
Title: American Ambassador

By: Nasser Abdel Maksoud Tahoun
Name: Nasser Abdel Maksoud Tahoun
Title: Minister of Supply and
Home Trade

IN ACKNOWLEDGEMENT OF the foregoing agreement,
representatives of the implementing organizations
have subscribed their names.

By: Hamed A. El Sayeh
Name: Dr. Hamed El Sayeh
Title: Minister of Economy,
Foreign Trade and
Economic Affairs

By: Mahmoud Mohamed Dawood
Name: Mahmoud Mohamed Dawood
Title: Minister of Agriculture

AGREED MINUTES ON THE NEGOTIATION OF THE U.S. FISCAL YEAR 1980 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT, UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480, OF THE UNITED STATES OF AMERICA

1. Financial Terms. Part II, Item II of the proposed agreement, provides for dollars 243.2 million under convertible local currency credit with an interest rate of 2 percent during the grace period and 3 percent thereafter. The terms, which provide for an initial payment of 5 percent and no currency use payment, are the same as were in previous year agreement (FY 79).

2. Commodity Composition. The proposed commodity composition, as shown in Part II, Item I, provides for 1,412,000 metric tons of wheat and wheat flour on a grain equivalent basis, which represents 912,000 metric tons of wheat and 375,000 metric tons of wheat flour. Since the Food For Development (FFD) Title III Agreement FY 1980 tranche is based on a maximum dollar value of dollars 15.0 million, the quantity of wheat that would be provided (based on current price estimates) is approximately 88,000 metric tons. This quantity will be covered when the second tranche is provided under the FFD (Title III) Agreement to be signed later. Thus, Title I and Title III together would provide approximately 1,500,000 metric tons of wheat and flour on a grain equivalent basis in FY 1980.

It was noted that the U.S. Government reviewed the Government of Egypt's (GOE) official request for up to 3.0 million tons of wheat/wheat flour and other agricultural commodities to be supplied under the P.L. 480 Title I program for FY 1979. However, severe budget limitations due to higher commodity prices have reduced significantly the quantity of commodities fundable under all Title I programs. Further, with specific reference to the GOE's request, some commodities are not available under P.L. 480. Should there be supplemental funds made available in FY 1980, additional wheat for Egypt will be considered.

3. Usual Marketing Requirements (UMR's). Part II, Item III of the draft Title I program provides for a usual marketing requirement (UMR) of 2.0 million metric tons of wheat/wheat flour (grain equivalent basis), during fiscal year 1980. This is the same quantity as required as in fiscal year 1979. The U.S. team noted that the wheat/wheat flour UMR is reviewed each year by supplier countries and that the five-year average would have required a higher UMR of 2.8 million metric tons for FY 1980.

It was emphasized by the U.S. team that Egypt is expected to continue to maintain commercial imports from the United States and third countries above the UMR level of 2.0 million metric tons for FY 1979.

4. Self Help Measures and Use of Proceeds. Sections 106 (D) and 109 (A) of P.L. 480 require: (1) Specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture, and (2) use of proceeds for purposes which directly improve the lives of the poorest of the recipient country's people. These requirements are reflected in the draft agreement text of items V and VI of Part II.

5. Operational Considerations. The U.S. team noted that the International Development and Food Assistance Act, effective October 1, 1979,^[1] the Food and Agriculture Act of 1977^[2] and amendments to Title I, P.L. 480 financing regulations contain certain provisions affecting the development, implementation, and operation of P.L. 480 programs as follows:

Pursuant to these legislative and regulatory requirements:

- (a) Purchase authorizations will be issued under the agreement only after the Secretary of Agriculture has determined that (1) adequate storage facilities are available in the recipient country at the time of export

¹ 98 Stat. 359; 22 U.S.C. § 2151 note.

² 91 Stat. 913; 7 U.S.C. § 1281 note.

so as to prevent spoilage or waste of the commodity, and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to domestic production.

- (b) Purchase of food commodities under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. Bid offerings must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.
- (c) The terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, USDA, prior to issuance.
- (d) Commissions, fees or other payments to any selling agent are prohibited in any purchase of food commodities under the agreement.

- (e) If the Government of Egypt nominates a purchasing agent and/or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOE must notify the General Sales Manager/USDA in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with new regulatory standards designed to eliminate certain potential conflicts of interest.

6. Instructions and Authority. During the negotiations, the Egyptian team gave assurances that arrangements have been made to relay to its Washington Embassy all instructions, information, and authority necessary to enable timely implementation of the agreement, including:

- a) Commodity specifications;
- b) Contracting and delivery periods;
- c) Names and addresses of U.S. and foreign banks handling transactions (letters of credit for commodity and freight);

- d) Authority to request and sign purchase authorizations and other necessary documents;
- e) Complete instructions/information/authority regarding arrangements for purchasing commodities and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable); and
- f) Instructions to contact the Program Operations Division, Office of the General Sales Manager, USDA, regarding the foregoing.

7. Letters of Credit. The U.S. team informed GOE officials that commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight are not available at time of loading at the U.S. port. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers.

Delays in opening letters of credit and settlement of the final 10 percent of freight will also result in higher commodity prices and higher freight rates.

GOE officials assured the U.S. team that appropriate measures will be taken to ensure that operable letters of credit for both commodity and freight will be opened, and confirmed by

designated U.S. banks immediately after contracting under each purchase authorization is concluded, and before vessels arrive at leading ports.

With particular regard to ocean freight, GOE representatives were advised that letters of credit for 100 percent of the ocean freight charges must be opened in favor of the supplier of the ocean transportation prior to the vessel's presentation for loading.

8. Reporting Requirements. GASC representatives declared they were well aware of their responsibilities for submission of timely reports on compliance, arrival and shipping information (ADP sheets), self help and use of sales proceeds, as required under the provisions of the agreement.

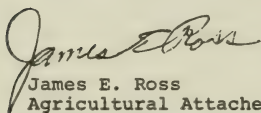
9. Identification and Publicity. GOE representatives were reminded that Part I, Article III (1) of the Title I Agreement provides that the government of the importing country shall undertake such measures as may be mutually agreed prior to their delivery, for identification and publicity of commodities to be received. This is as provided for in Section 103 (I) of P.L. 480.

10. Annex A. A letter dated September 21, 1979 from the U.S. Chief of Mission to Egypt, Alfred L. Atherton, Jr. to His Excellency, Nassef Abdel Maksoud Tahoun, Minister of Supply and Home Trade, was reviewed and is made part of these minutes.^[1]

11. Annex B. A draft of the proposed agreement was reviewed and is made part of these minutes.^[1]

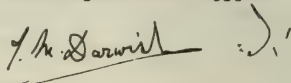
DONE IN CAIRO THIS 25th DAY OF SEPTEMBER, 1979

Representing the Government of
The United States of America:



James E. Ross
Agricultural Attache
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of
The Arab Republic of Egypt:



Ibrahim Darwish
Deputy Chairman, General
Authority for Supply
Commodities
Ministry of Supply
24, Gomhouria Street
Cairo

¹ Not printed.

[AMENDING AGREEMENTS]

*The American Ambassador to the Egyptian Minister of Supply and
Home Trade*



Cairo, Egypt

May 22, 1980

Excellency:

I have the honor to refer to the Public Law 480
Title I Agricultural Sales Agreement signed by repre-
sentatives of our two Governments on October 4, 1979
and to propose that the Agreement be amended as follows:

In Part II, Item I, Commodity Table:

Under appropriate columns for "Wheat/Wheat
Flour" delete "Dollars 243.2 Million" and
insert "Dollars 257.2 Million."

All other terms and conditions of the October 4, 1979
Title I Agreement would remain the same.

I propose this Note and your reply concurring therein
constitute an Agreement between our two Governments to be
effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest
consideration.

A handwritten signature in dark ink, reading "Alfred L. Atherton, Jr." in a cursive style.

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

His Excellency

Ahmed Ahmed Nouh

Minister of Supply and Home Trade

Cairo

The Egyptian Minister of Supply and Home Trade to the American Ambassador

المندوب
العام
لجمهورية
مصر العربية

جمهورية مصر العربية
وزارة التموين والتجارة الداخلية
مكتب الوزير [1]

May 22, 1980

Excellency:

I have the honor to acknowledge receipt of your Note of May 22, 1980, which reads as follows:

"I have the honor to refer to the Public Law 480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1979, and to propose that the Agreement be amended as follows:

In Part II, Item I, Commodity Table:
Under appropriate columns for "Wheat/Wheat Flour" delete "Dollars 243.2 Million" and insert "Dollars 257.2 Million."

All other terms and conditions of the October 4, 1979 Title I Agreement, as amended, remain the same."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject, to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Ahmed Ahmed Nouh

Minister of Supply and Home Trade

His Excellency

A. Ahmed Nouh

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

Cairo

¹ In translation reads:

"Arab Republic of Egypt
Ministry of Supply and Home Trade
Office of the Minister"

*The American Ambassador to the Egyptian Minister of Supply and
Home Trade*

Cairo, Egypt

July 31, 1980

Excellency:

I have the honor to refer to the Public Law 480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1979, as amended May 22, 1980, and to propose the agreement be further amended as follows:

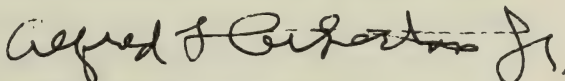
In Part II, Item I, Commodities Table:

Under the appropriate columns for "Wheat/Wheat Flour", for market value delete "Dollars 257.2 Million" and insert "270.2 Million", and for quantity delete "1,412,000" and insert "1,510,000".

All other terms and conditions of the October 4, 1979 Title I Agreement would remain the same.

I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.



Alfred L. Atherton, Jr.

Ambassador of the

United States of America

His Excellency

Ahmed Ahmed Nauh

Minister of Supply and Home Trade

Arab Republic of Egypt

TIAS 9793

The Egyptian Minister of Supply and Home Trade to the American Ambassador

بسم الله الرحمن الرحيم

جمهورية مصر العربية
وزارة التموين والتجارة الداخلية
مكتب الوزير

July 31, 1980

Excellency:

I have the honor to acknowledge receipt of your Note of July 31, 1980, which reads as follows:

"I have the honor to refer to the Public Law 480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1979, as amended May 22, 1980, and to propose the agreement be further amended as follows:

In Part II, Item I, Commodities Table:

Under the appropriate columns for "Wheat/Wheat Flour", for market value delete "Dollars 257.2 Million" and insert "270.2 Million", and for quantity delete "1,412,000" and insert "1,510,000".

All other terms and conditions of the October 4, 1979 Title I Agreement would remain the same."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Ahmed Ahmed Nough

Minister of Supply and Home Trade

His Excellency

A. Ahmed Nough

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

SOMALIA

Furnishing of Defense Articles and Services

Agreement effected by exchanges of letters

Signed at Mogadiscio March 22 and 23 and April 19 and 29, 1978;

Entered into force April 29, 1978.

The American Special Emissary of the President to the Somali President

EMBASSY OF THE
UNITED STATES OF AMERICA

March 22, 1978

Dear Mr. President:

I have the honor to refer to recent discussions between representatives of our two Governments concerning the consideration being given by the United States Government to the furnishing of defense articles and defense services to the Government of the Somali Democratic Republic under the Foreign Military Sales Program of the United States.

In order for the United States Government to furnish to Somalia such defense articles and services in accordance with United States legislation governing the Foreign Military Sales Program, it would be necessary for the Government of the Somali Democratic Republic to assure the United States Government that it will refrain from the use of force against any other country, and that it will not use United States defense articles or services or permit their use, for any purposes other than the internal security or legitimate defense of the existing internationally-recognized territory of the Somali Democratic Republic, and also, with respect to any defense articles and defense services so furnished, that it:

- 1) Will not transfer title to or possession of them without first obtaining the consent of the United States Government;
- 2) Will maintain their security and will provide substantially the same degree of security protection afforded to such articles and services by the United States Government.

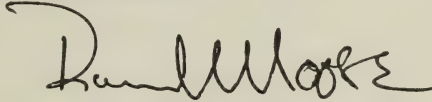
In order to assist the United States Government to reach a decision in this matter, it would be most helpful to have the confirmation of the Government of the Somali Democratic

His Excellency

Major General Mohamed Siad Barre,
President of the Somali
Democratic Republic.

Republic that it accepts the foregoing assurances as conditions for the furnishing of defense articles and defense services under the Foreign Military Sales Program of the United States. Accordingly, I have the honor to request that Your Excellency confirm your Government's acceptance of those conditions.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "R. Moose", with a stylized flourish at the end.

Richard M. Moose
Special Emissary of the President

The Somali President to the American Special Emissary of the President

JAMHUURIYADDA DIMUQ. SOOMAALIYA

MADAXWEYNAHA



SOMALI DEMOCRATIC REPUBLIC

THE PRESIDENT

March 23rd, 1978.

Dear Mr. Richard Moose,

I have the honour to refer to your letter dated 22/3/78 regarding eventual United States military aid to the Somali Democratic Republic.

The Polit Bureau of the Central Committee of the Somali Revolutionary Socialist Party, has in principle accepted the content of your proposal. I hope that the intention and spirit of such desire be realised.

I look forward that a better understand and a closer cooperation develop between our two Governments and people in the future.

Please, accept my personal highest esteem and regards.

Cordially Yours,

(Major General Mohamed Siad Barre)
PRESIDENT
OF THE SOMALI DEMOCRATIC REPUBLIC

Mr. Richard M. Moose,
Special Emissary of the President of the United States
M O G A D I S H U

The American Ambassador to the Somali President

MOGADISCIO, SOMALIA

APRIL 19, 1978

DEAR MR. PRESIDENT:

My Government believes that the discussions recently concluded between you and President Carter's Special Emissary, Assistant Secretary Moose, have succeeded in laying the basis for a future of close cooperation between our two countries. I have been instructed to inform you that, on the basis of those discussions, my Government is prepared to initiate the steps required under United States law for the furnishing of defense articles and services to the Somali Government, including the seeking of the requisite authority of The Congress. On March 22, 1978 Mr. Moose wrote you requesting assurances that Somalia would undertake to refrain from the use of force against any other country, except for the legitimate defense of the internationally-recognized territory of the Somali Democratic Republic and, further, would accept the conditions contained in Mr. Moose's letter concerning the use, transfer, and security of defense articles and services furnished by the United States.

In your reply, transmitted to him on March 23, you stated that the Politburo of the Central Committee of the Somali Revolutionary Socialist Party accepted these conditions in principle. In order to proceed at this time, my Government will need written assurance that the Government of the Somali Democratic Republic accepts the specific conditions contained in Mr. Moose's letter.

Your acknowledgement of this letter and assurances that the Somali Government will observe the undertakings and conditions outlined above will constitute an agreement between our two Governments.

Sincerely,

JOHN L. LOUGHRAN

John L. Loughran
American Ambassador

His Excellency

Major General MOHAMED SIAD BARRE,
*President of the Somali
Democratic Republic.*

The Somali President to the American Ambassador

JAMHUURIYADDA DIMUQ. SOOMAALIYA

MADAXWEYNAHA



SOMALI DEMOCRATIC REPUBLIC

THE PRESIDENT

Mogadishu, 29 April, 78.

Dear Mr. Ambassador,

With reference to my letter of March 23 to Mr. Richard M. Moose, Special Emissary of the United States; Mr. Moose's letter of March 22, and your letter of April 19 to me, I am pleased to advise you as follow. The Government of the Somali Democratic Republic assures the Government of the United States that Somalia will refrain from the use of force against any country; that arms and services given or sold to the Somali Government will not be used against any other country. Furthermore, the Somali Government will not permit such arms and articles to be used for any other purposes than the preservation of the internal security of the Somali Democratic Republic and the legitimate defense of the internationally recognized territory of the Somali Democratic Republic.

The Somali Government will not transfer the title or possession of any arms or equipment received without first obtaining the consent of the United States Government.

The Somali Government will maintain the security and provide substantially the same degree of protection afforded to such articles and services provided by the United States as the United States itself does.

(Major Gen. Mohamed Siad Barre)
PRESIDENT

OF THE SOMALI DEMOCRATIC REPUBLIC

MR. JOHN L. LOUGHRAN,
AMBASSADOR OF THE UNITED STATES
M O G A D I S H U

TANZANIA
Agricultural Commodities

Agreement amending the agreement of March 19, 1980.
Effectuated by exchange of letters
Signed at Dar es Salaam June 9, 1980;
Entered into force June 9, 1980.

*The American Chargé d' Affaires ad interim to the Tanzanian Minister
of Finance*

EMBASSY OF THE
UNITED STATES OF AMERICA

JUNE 9, 1980

Mr. AMIR JAMAL, *Minister*
Ministry of Finance
P. O. Box 9111
Dar es Salaam

Attention : Mr. F. A. KAZAURA, *Principal Secretary*

DEAR MINISTER JAMAL :

Excellency, I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two Governments on March 19, 1980 ^[1] and to propose that Part II, Particular Provisions, be amended as follows :

Under Item I, Commodity Table :

- (1) Under the appropriate column headings add :
"Corn," "1980" "20,900;" and "Dols 2.5."
- (2) Insert a new line :
"Total Dols 7.5"

Under Item III, Usual Marketing Table, under the appropriate column headings add : "Corn," "1980," and "none."

¹ TIAS 9736; *ante*, p. 890.

Under Item IV, Export Limitations, paragraph B add:
“and for corn—corn, cornmeal, and other corn products.”

All other terms and conditions of the March 19, 1980 Agreement remain the same. If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept, Excellency, the assurances of my highest consideration.

Sincerely,

DAVID J. FISCHER

David J. Fischer
Charge d'Affaires

*The Tanzanian Principal Secretary, Ministry of Finance, to the
American Chargé d'Affaires ad interim*

THE UNITED REPUBLIC OF TANZANIA

THE TREASURY

P.O. Box 9111,
DAR ES SALAAM.

In reply please quote:

TYC/E/530/8/4

Ref. No.

9/6/80

The Charge d'Affaires
Embassy of the United States of America
Dar es Salaam.

Excellency,

I have the honour to refer to your note of June 9, 1980
which reads as follows:

"I have the honour to refer to the Agricultural Commodity
Agreement signed by representatives of our two Governments
on March 19, 1980 and to propose that Part II, Particular
Provisions, be amended as follows:

Under Item I, Commodity Table:

(1) Under the appropriate column Headings add:

"Corn", "1980" "20,900"; and "Dols 2.5".

(2) Insert a new line:

"Total Dols 7.5".

Under Item III, usual marketing table, under the
appropriate column headings add: "Corn", "1980", and
"none".

Under item IV, Export Limitations, paragraph B add:
"and for corn, cornmeal, and other corn products".

All other terms and conditions of the March 19, 1980
Agreement remain the same. If the fore-going is acceptable
to your Government, I propose that this note and your reply
thereto constitute an agreement between our two Governments
effective on the date of your note in reply."

We hereby confirm that the foregoing is acceptable to the
Government of the United Republic of Tanzania

Please accept, Excellency the assurances of my highest
consideration.

F M KAZAURA

(FULGENCE M. KAZAURA)

Principal Secretary - Ministry of Finance

TIAS 9795

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles

Agreement amending the agreement of June 17, 1977, as amended.

Effectuated by exchange of letters

Signed at Bucharest June 6 and 11, 1980;

Entered into force June 11, 1980.

*The American Counselor for Economic Affairs to the Romanian
Director, Division for the Americas, Ministry of Foreign Trade*

EMBASSY OF THE
UNITED STATES OF AMERICA

Bucharest, Romania

June 11, 1980

Mr. Catalin Munteanu
Director
Division for the Americas
Ministry of Foreign Trade
Bucharest

Dear Mr. Munteanu:

I refer to the Agreement between the United States of America and the Socialist Republic of Romania relating to trade in wool and man-made fiber textiles and textile products, excluding yarn, with annexes, effected by exchange of notes June 17, 1977 as amended ("the Agreement"), and to your letter of June 6, 1980 in which you request on behalf of the Government of the Socialist Republic of Romania that the consultation level for Category 635 be increased to a level of 1,400,000 square yards equivalent.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely,

Clint E. Smith

Clint E. Smith
Counselor of Embassy
for Economic Affairs

*The Romanian Director, Division for the Americas, Ministry of
Foreign Trade, to the American Counselor for Economic Affairs*

REPUBLICA SOCIALISTA ROMANIA

București June 6, 1980



MINISTERUL COMERȚULUI EXTERIOR
ȘI COOPERĂRII ECONOMICE INTERNAȚIONALE

Direcția.....

To. Clint E. Smith, Esq
Counselor for Economic Affairs
U.S. Embassy

Dear Mr. Smith,

I refer to the agreement between the
United States of America and the Socialist Republic
of Romania relating to trade in wool and man-made
fiber textiles, excluding yarn, with annexes, effected
by exchange of notes on June 17, 1977, as amended [¹]
("the Agreement").

On behalf of my Government, I have the
honor to propose that the consultation level for
category 635 be increased to a level of 1,400,000
square yards equivalent.

Sincerely,

Cătălina Munteanu

Director

¹ TIAS 8833, 8924, 9167, 9211, 9646; 29 UST 568, 2033, 5988; 30 UST 688; 31 UST 4839.

HUNGARIAN PEOPLE'S REPUBLIC

Parcel Post

*Agreement, with detailed regulations, signed at Washington
May 11, 1979;*

*Approved and ratified by the President of the United States of
America August 8, 1979;*

Entered into force provisionally May 11, 1979;

Entered into force definitively August 8, 1979.

PARCEL POST AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE HUNGARIAN PEOPLE'S REPUBLIC

Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1. Purpose of the Agreement

The Agreement shall govern the exchange of parcels between the United States of America and the Hungarian People's Republic, including any areas for which the postal administrations of these countries exercise parcel post responsibilities.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;
2. Chapters, articles, and sections - chapters, articles, and sections of this Agreement, except in the case of articles when the context indicates a reference to an article inserted or which can be inserted into a parcel;
3. Convention - the Universal Postal Convention [¹] enacted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;
4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union (UPU) from time to time and adopted by the countries signatory to this Agreement;
5. Exchange office - an international parcel post exchange office;

¹ TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

6. Gold franc - the postal monetary standard established in the Constitution of the Universal Postal Union adopted in Lausanne on July 5, 1974, as amended from time to time; provided, however, that the administrations may agree by correspondence to adopt any monetary standard replacing the gold franc which may be established by the Universal Postal Union and any amounts or rates established in gold francs under this Agreement shall be converted into the new standard on a directly proportionate basis;

7. Ordinary parcel - an uninsured parcel;

8. Office of origin - the post office which receives the parcel from the sender;

9. Office of destination - the post office serving the destination address;

10. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing that matter which are applicable regardless of the country of origin;

11. Service - the service for the exchange of parcels established by this Agreement.

Part I. Charges and fees

Article 3. Composition of the charges and fees

1. The charges and fees which administrations are authorized to collect from the senders and addressees of parcels shall be made up of the principal charges in article 4 and, where appropriate, of:

(a) the air charges mentioned in article 5;

- (b) the supplementary charges mentioned in articles 6 and 7;
- (c) the charges and fees mentioned in article 20, section 5;
- (d) the non-postal fees mentioned in article 8.

Article 4. Principal charges

1. Each administration shall fix the principal charges to be collected from senders.
2. The principal charges shall be closely linked with the rates and dues referred to in articles 31 through 35.

Article 5. Air charges

1. Each administration shall fix the charges to be collected from the sender for forwarding parcels by air.
2. Air charges shall be uniform for the whole of the territory of a country of destination whatever the routing used.

Article 6. Insured parcels

1. The charges on insured parcels established by the internal regulations of the administration of origin shall be collected from the sender in advance.
2. In addition, either administration undertaking to cover risks of force majeure shall be authorized to collect a charge for risks of force majeure.

Article 7. Supplementary charges

Administrations shall be authorized to collect the following supplementary charges:

- (a) charge for presentation to Customs and for collection of customs duty to be collected by the administration of destination; the charge shall be collected at the time of delivery of the parcel to the addressee;
- (b) storage charge on each parcel which has not been taken possession of within the prescribed period; this charge shall be collected by the administration which effects the delivery or return, on behalf of the administration in whose service the parcel has been kept beyond the prescribed period;
- (c) advice of delivery charge, when the sender asks for an advice of delivery in accordance with article 16;
- (d) inquiry charge, mentioned in article 24;
- (e) charge for a request for withdrawal from the post or alteration of address;
- (f) charge for cover against risks of force majeure, if the administration covers risks of force majeure;
- (g) charge for a certificate of mailing, when a sender asks for a certificate of mailing for an ordinary parcel;
- (h) charge for the return of a parcel to origin which may be collected by the administration of origin from the sender;
- (i) delivery charge; this charge may be collected by the administration of destination for each attempted delivery of the parcel at the address;
- (j) repacking charge; due to the administration of the first of the countries in whose territory a parcel has to be repacked in order to protect its content; it may be recovered from the addressee or, where appropriate, the sender.

Article 8. Non-postal fees

1. The administration of destination shall be authorized to collect, from the addressee, the customs duty and other non-postal fees payable on each item delivered in the country of destination.

2. Each administration shall ensure that the customs duty and other non-postal fees are canceled in the case of a parcel:

- (a) returned to origin;
- (b) redirected to a third country;
- (c) abandoned by the sender;
- (d) lost in its service or destroyed because of total damage of the contents; or,
- (e) rifled or damaged in their service. In these cases, cancellation of fees shall be requested only to the value of the missing contents or the depreciation suffered by the contents.

Article 9. Service parcels

Parcels relating to the postal service shall be exempt from all postal charges if exchanged between the two postal administrations or their post offices.

Part II. Operation of the service

Chapter I. Acceptance requirements

Article 10. Conditions of acceptance

In order to be accepted in the service, each parcel shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the name and address of the addressee and of the sender;
- (c) satisfy the conditions of weight and size fixed under article 12;
- (d) be prepaid with respect to all the charges required by the office of origin, either by means of postage stamps or by any other method authorized by the regulations of the administration of origin; and,

(e) contain no articles which come within the prohibitions in article 11 or the prohibitions applicable in one or more of the administrations called upon to take part in its transmission.

Article 11. Prohibitions

1. The insertion of the following articles is prohibited in all parcels:

(a) articles which by their nature or their packing, may expose officials to danger, or soil or damage other parcels or postal equipment;

(b) documents having the character of current and personal correspondence, except an unsealed document, reduced to its essential elements and relating solely to the goods being conveyed: for example, the invoice, or the delivery bill;

(c) live animals;

(d) explosive, flammable, or other dangerous substances;

(e) obscene or immoral articles;

(f) articles of which the importation or circulation is prohibited in the country of destination; and,

(g) radioactive materials.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry or transit of postal items in its service.

3. The insertion of the following articles is prohibited in uninsured parcels: coins, banknotes, currency notes, securities of any kind payable to bearer, platinum, gold or silver (manufactured or not), precious stones, jewels, and other valuable articles.

Article 12. Limits of size and weight

1. A parcel sent by parcel post: (a) shall not exceed 1.07 meters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and (b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1; however, the maximum weight limit shall in no event be increased in excess of 30 kilograms.

Article 13. Treatment of parcels wrongly accepted

1. When a parcel containing a prohibited article listed in section 1 of article 11 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence; however, a parcel containing a prohibited article listed in subsections (d) or (e) of article 11, section 1, shall in no circumstances be forwarded to its destination, delivered to the addressee, or returned to origin.

2. When a parcel contains a single item of correspondence prohibited by section 1 (b) of article 11, the correspondence shall be forwarded subject to the collection of the postage required under the internal regulations of the administration establishing its presence, and the parcel shall not be returned to origin on this account.

3. When a wrongly accepted parcel is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the parcel has been dealt with and of the restriction or prohibition which required such treatment.

4. Any parcel wrongly accepted and returned to origin shall be subject to the rates, charges and fees prescribed in Article 18, section 4.

Article 14. Sender's instructions at the time of posting

1. At the time of posting of a parcel, the sender shall be required to indicate the treatment to be given in case of non-delivery.

2. One of the following instructions only may be given:

- (a) return to the sender;
- (b) deliver to an alternate addressee; or,
- (c) treat as abandoned by the sender.

3. If no instruction has been given, or if the instruction on the parcel is defaced, the parcel shall be treated as provided in article 18, section 3.

Article 15. Insured parcels

1. The following rules shall govern the insured value of insured parcels:

(a) each administration shall limit the insured value of each insured parcel to an amount which may not exceed 1000 gold francs; and,

(b) a sender may be permitted to insure only part of the actual value of the contents of a parcel, but may not insure a parcel for more than the actual value of its contents.

2. Fraudulently placing insurance for a value greater than the actual value of the parcel may be subject to any legal proceedings prescribed by the internal legislation of the country concerned for such frauds.

3. A fraudulent insurance claim may be subject to any legal proceedings prescribed by the internal legislation of the country in which the claim is made.

4. A receipt shall be handed over free of charge to each sender of an insured parcel at the time of posting.

5. The administrations may, by exchange of correspondence, agree to increase or decrease the maximum amount of insurance established in section 1, but in no event shall the maximum amount exceed 1,000 gold francs.

Chapter II. Conditions of delivery and redirection

Article 16. General rules for delivery; period of retention

1. As a general rule, each parcel shall be delivered to the addressee as soon as possible according to the regulations of the administration of destination for the delivery of parcels in its service.

2. When an addressee has been notified of the arrival of a parcel, it shall be held at his disposal for the period of retention provided by the internal regulations of the administration of destination, which retention period shall not exceed 60 days.

Article 17. Advice of delivery

1. The sender of an insured parcel may request an advice of delivery on payment at the time of posting of the charge established in article 7(c).

2. There shall be no inquiry charge for an inquiry by the sender about an advice of delivery which has not been received within a normal period.

Article 18. Return to origin of undeliverable parcels

1. A parcel refused by a sole addressee shall be returned immediately to the administration of origin.

2. An undeliverable insured parcel shall be returned as insured parcel.

3. After the expiration of the retention period for parcels established under article 16, each undeliverable parcel shall be returned to the administration of origin if the sender has given none of the instructions prescribed by article 14, or if such instructions have been defaced.

4. Each parcel returned to origin shall be subject to:

- (a) the rates entailed in the further transmission to the office of origin;
- (b) the uncanceled charges and fees, which the administration of destination incurs at the time of return to origin.

5. These rates, charges and fees may be collected from the sender.

Article 19. Abandonment by the sender of an undelivered parcel

1. If the sender has instructed under article 14, section 2(c), that a parcel which it has not been possible to deliver to the addressee should be treated as abandoned, that parcel shall be treated by the administration of destination according to its internal regulations.

2. Neither administration shall make any claim against the other for such parcels.

Article 20. Redirection in consequence of change of address by the addressee, delivery to an alternate addressee, or of the alteration of an address

1. If an addressee has changed his address, an address is altered under article 24, or a sender has requested delivery to an alternate addressee under article 14, section 2, a parcel may be redirected either within the country of destination or out of that country.

2. A parcel may be redirected within the country of destination at the request of the sender, at the request of the addressee, or automatically if the regulations of that country permit.

3. A parcel may be redirected out of the country of destination only at the request of the sender or of the addressee; in this case the parcel may be transmitted only in compliance with the conditions prescribed by the new country of destination and intermediate countries for such further transmission.

4. The sender may forbid any redirection.

5. For the first and any subsequent redirection of each parcel, the following may be collected:

(a) the charges authorized by the internal regulations of the administration of destination for redirection of parcels generally in the case of redirection within the country of destination; or,

(b) the rates referred to in articles 33 through 37 which are entailed in the further transmission, in the case of redirection out of the country of destination; and,

(c) the charges referred to in Part I which the administration of destination does not agree to cancel.

6. The rates and charges assessed pursuant to section 5 may be collected from the addressee.

Article 21. Parcels arriving out of course and to be re-directed

1. Each parcel arriving out of course as a result of an error on the part of the sender or the dispatching administration shall be redirected to its proper destination by the most direct route used by the administration which has received the parcel.

2. Each air parcel arriving out of course shall be redirected by air.

3. Each parcel redirected in application of this article shall be subject to the rates for forwarding to its proper destination and the rates and charges mentioned in article 20, section 5.

4. These rates and charges shall be collected from the administration of origin, which administration may collect them from the sender if misdirection was a result of an error by the sender.

Article 22. Return to origin in consequence of a suspension of service

The return of a parcel to its origin in consequence of a suspension of service pursuant to article 44 shall be free of charge to the administration of origin for any parcel dispatched prior to its receipt of the notice of the suspension.

Chapter III. Special provisions

Article 23. Parcels containing items whose early deterioration or decay is expected

If the early deterioration or decay of the contents or part of the contents of a parcel may reasonably be expected, these contents may be sold immediately on behalf of the sender, even in the course of their transmission on either the outward or the return journey, without prior notice or legal formality. If for any reason their sale is impossible, such contents shall be destroyed.

Article 24. Withdrawal from the post; alteration or correction of address

1. The sender of a parcel may, in accordance with the provisions of the Convention governing requests for withdrawal from the post or alteration or correction of address (currently set forth in article 30 of the Lausanne Convention), ask for its return to origin or ask to have its address altered or corrected, provided he pays the charge fixed pursuant to article 7(e) of this Agreement.

2. Such requests must be transmitted to an office specifically designated by each administration to receive such requests.

3. Each administration shall designate and maintain at least one such office.

Article 25. Inquiries

1. Each administration shall accept inquiries relating to any parcel addressed to a person within its territory which was posted in the service of the other administration.

2. An inquiry shall be accepted only within a period of a year from the day after that on which the parcel was posted.

3. If the inquiry relates to several parcels of the same category posted at the same time at the same office by the same sender and addressed to the same addressee and sent by the same route, the charge shall be collected only once.

4. Unless the sender has paid in full the advice of delivery charge prescribed in article 7(c), each inquiry may be subject to the collection of the "inquiry" charge established by article 7(d).

Part III. Liability

Article 26. Principle and extent of liability of postal administrations

1. a. The administrations shall not be liable for any loss of, theft from, or damage to an ordinary parcel.

b. The administrations shall be liable for any loss of, theft from, or damage to an insured parcel, except as provided in article 27.

2. For insured parcels, the sender shall be entitled (subject to section 5 of this article) to an indemnity not exceeding the insured value, in gold francs, of the articles lost, stolen, or damaged; no indemnity under this Agreement shall compensate for any loss of profits or other indirect or consequential losses. In the case of any damaged insured article, the indemnity may be limited to the amount necessary to repair the article.

3. Except in the case of a damaged article that may be fully repaired at a cost less than the cost of replacement, the indemnity shall be calculated according to the current price, converted into gold francs, of goods of the same kind at the place and time at which the insured parcel was accepted for conveyance; failing a current price, the indemnity

shall be calculated according to the ordinary value of goods whose value is assessed on the same basis.

4. When an indemnity is due for the loss, theft, or complete damage of an insured parcel, the sender shall also be entitled to the repayment of the charges paid with the exception of the insurance charge.

5. The sender shall be entitled to waive his rights as prescribed in section 2 in favor of the addressee or a third party. Satisfactory written evidence of such waiver must be provided by the party asserting the existence of the waiver before the indemnity will be paid.

Article 27. Non-liability of postal administrations for insured parcels

1. Administrations shall cease to be liable for insured parcels which they have delivered according to the conditions set forth in their internal regulations for items of the same kind. Liability shall however be maintained:

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(a) when theft or damage is discovered either before delivery or at the time of delivery of an insured parcel or when, internal regulations permitting, the addressee, or the sender if the parcel is returned to origin, makes reservations in taking delivery of an insured parcel which has been rifled or damaged; or,

(b) when the addressee or, in the case of return to origin, the sender, although having given a proper discharge, notifies the delivery administration without delay that he has found theft or damage and establishes to its satisfaction that such theft or damage did not occur after delivery.

2. The administrations shall not be liable:

(a) for the loss, theft, or damage of an insured parcel:

(i) in case of force majeure: the administration in whose service the loss, theft or damage occurred shall decide, according to the laws of its country, whether the loss, theft, or damage was due to circumstances amounting to a case of force majeure; these circumstances shall be communicated to the administration of origin if it so requests; nevertheless, the administration of origin shall still be liable if it has undertaken to cover risks of force majeure pursuant to article 6, section 2;

(ii) when an administration cannot account for a parcel owing to the destruction of official records by force majeure, provided that proof of its liability has not been otherwise produced;

(iii) when the damage has been caused by the fault or negligence of the sender or arises from the nature of the contents of the parcel;

(iv) in the case of a parcel which has been fraudulently insured for a sum greater than the actual value of its contents;

(v) when the sender has made no inquiry within the period prescribed in article 25, section 2;

(b) for a parcel seized under the legislation of the country of destination of which the origin administration has been advised under article 11, section 2;

(c) for a parcel confiscated or destroyed by an appropriate authority in the case of a parcel whose contents fall within one or more of the prohibitions specified in article 11, sections 1(a), and (c)-(f); or,

(d) in the case of sea or air conveyance when the administrations have made it known that they are unable to accept liability for insured parcels on board the ships or aircraft used by them.

3. Each administration, when providing transit services for insured parcels originating in or destined to the other administration, shall not be liable for the loss, theft, or damage of such transit parcels; however, the administrations may accept liability for such parcels by mutual consent by way of correspondence.

4. Liability for insured parcels which are redirected to a third country by the administration of destination at the request of the sender or addressee shall be limited to the indemnity recoverable from the third country.

5. Postal administrations shall not be liable for customs declarations, in whatever form these are made, nor for decisions made by the Customs on examination of parcels submitted to customs control.

Article 28. Sender's Liability

1. The sender of a parcel shall be liable within the same limits as administrations themselves for all damage caused to other postal items as a result of the sending of articles not acceptable for conveyance, or of the non-observance of conditions of acceptance, provided that there has been no fault or negligence on the part of administrations or carriers.

2. The acceptance by the office of posting of such a parcel shall not relieve the sender of his liability.

3. An administration which finds damage that is due to the fault of the sender shall inform the administration of origin, which may take action against the sender where appropriate.

Article 29. Determination of liability between the administrations

1. Until the contrary is proved, liability shall rest with the administration which, having received an insured parcel without making a reservation and being furnished with all the prescribed means of inquiry, cannot prove either delivery to the address or, where appropriate, correct transfer to another administration.

2. If the loss, theft, or damage occurs in the course of conveyance without it being possible to establish in which country's territory or service it happened, the administrations shall share the payment of indemnity equally.

3. If the theft or damage is discovered by the administration of destination upon an inspection of the parcel conducted immediately after its arrival, the liability shall rest with the administration of origin.

4. If the loss, theft, or damage of an insured parcel occurs in the territory or service of an intermediate administration which does not accept insured parcels or which has adopted a maximum insured value lower than the amount of the loss, the administration of origin shall bear the loss not covered by the intermediate administration.

5. The administration which has paid the indemnity shall take over the rights, up to the amount of the indemnity, of the person who has received it in any action which may be taken against the addressee, the sender, or third parties.

Article 30. Payment of indemnity

1. Subject to the right of recourse against the administration which is liable, the obligation to pay the indemnity and to refund the charges and fees, shall rest either with the administration of origin, or, in the case mentioned in article 26, section 5, the administration of destination.

2. This payment shall be made as soon as possible and, at the latest, within six months from the day following the day of inquiry.

3. When the administration responsible for payment does not undertake to cover risks of force majeure, and when, at the end of the period prescribed in section 2, the question of whether the loss, theft, or damage is due to such causes has not been decided, it may exceptionally postpone settlement of the indemnity beyond that period, but the postponement shall not exceed six additional months.

4. The administration of origin or destination, as the case may be, shall be authorized to indemnify the rightful claimant on behalf of the other administration which, although duly informed, has allowed five months to pass without finally settling the matter or without informing the administration of origin or destination, as the case may be, that the loss, theft, or damage appeared to be due to force majeure.

Article 31. Reimbursing the administration which paid the indemnity

1. The administration responsible for payment, or on behalf of which payment is made, shall reimburse the administration which made the payment the amount of indemnity actually paid to the rightful claimant; this payment shall be made within four months of the dispatch of the notice of payment.

2. Immediately after paying the indemnity, the paying administration shall communicate to the administration which is liable the date and amount of the payment made. The paying administration may only claim reimbursement of this indemnity within a period of one year either from the date of dispatch of the notice of payment or, where appropriate, from the date of expiry of the period prescribed in article 30, section 4.

Article 32. Possible recovery of the indemnity from the sender or from the addressee

1. If, after the payment of the indemnity, a parcel or part of a parcel previously considered lost, is found, the person to whom indemnity has been paid shall be informed of the fact, and shall be further advised that he may take delivery of it within a period of three months on his repayment of the amount of the indemnity he received, or, if the insured contents

of the parcel are damaged, on his repayment of the amount of the indemnity less an amount necessary to pay for the necessary repairs.

2. If the sender or the addressee takes delivery of the parcel or part of the parcel recovered against repayment of all or part of the amount of the indemnity, that sum shall be refunded within a year to the administration which bore the loss.

3. If the indemnified person refuses to take delivery of the parcel, it shall become the property of the administration which bore the loss.

Part IV. Rates due to administrations

Article 33. Terminal dues

1. Each administration, in its exchange of parcels by air and surface means, shall have the right to collect from the other administration a terminal rate for the costs it incurs for the surface conveyance, handling, and delivery of parcels destined to addresses in its areas of responsibility.

2. The terminal rate shall be established in the form of a single rate stated in gold francs per kilogram.

3. The terminal rate shall be applicable to the gross weight in kilograms of all parcels destined to addresses within the receiving administration.

4. The terminal rate shall be calculated as provided in article 130 of the Detailed Regulations

5. In addition to the terminal rate provided for above, the U. S. Postal Service may collect a supplemental rate for parcels received from the other administration arriving at an exchange office in one of the 48 contiguous states of the United States and conveyed by surface to areas for which the U. S. Postal Service is responsible for providing parcel post services outside the 48 contiguous states.

6. The supplemental rate shall be stated in gold francs per kilogram and shall be applicable to the gross weight in kilograms of all parcels received which are destined to such areas.

Article 34. Transit land rates

1. Each administration shall establish a transit land rate for the conveyance of transit parcels from the other administration by land in accordance with article 131 of the Detailed Regulations.

2. The transit land rate shall be fixed at an established rate per kilogram, expressed in gold francs, applicable to the total gross weight of such transit parcels in each dispatch.

3. The transit land rate shall be payable by the administration of origin.

Article 35. Sea rates

1. Each administration shall establish a sea rate for the conveyance of transit parcels from the other administration by sea in accordance with article 132 of the Detailed Regulations.

2. The sea rate shall be fixed at an established rate per kilogram, expressed in gold francs, applicable to the total gross weight of the parcels from which transit sea services are provided.

3. The sea rate shall be payable by the administration of origin.

Article 36. Adjustment of terminal, transit land, and sea rates

1. Each administration may adjust its terminal rate, transit land rate, and sea rate established under article 33, 34, and 35 when such an increase is necessary due to an increase in the costs of services.

2. To be applicable, any such adjustment of the rates must:

(a) be made in accordance with the provisions governing the establishment of rates set forth in articles 130 through 132 of the Detailed Regulations;

(b) be communicated to the other administration at least three months in advance; and,

(c) remain in force for at least one year.

Article 37. Air conveyance dues

1. Each administration of destination shall be entitled to reimbursement of air conveyance dues for the air conveyance of parcels dispatched by the other administration at the rate established under the provisions of the UPU Postal Parcels

Agreement governing air conveyance dues (currently set forth in article 52 of the Lausanne Postal Parcels Agreement).

2. For parcels from the other administration arriving at an exchange office in one of the 48 contiguous states of the United States and conveyed by air to areas for which the U. S. Postal Service is responsible for providing parcel post services outside the 48 contiguous states, the U. S. Postal Service may collect from the other administration supplemental air conveyance dues based on the actual additional distance of air conveyance to such areas at the rate established in the provisions of the UPU Postal Parcels Agreement governing air conveyance dues (currently set forth in article 52 of the Lausanne Postal Parcels Agreement).

Part V. Miscellaneous provisions

Article 38. Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 39. Transit parcels

1. Each administration shall provide transit service to or from any country with which it exchanges parcels, for parcels addressed to or originating in the other administration.

2. Each administration shall provide a list of the countries for which transit service will be provided.

Article 40. No additional rates, charges, or fees

The administrations may only collect the rates, charges, and fees provided in this Agreement.

Article 41. Temporary suspension

Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the parcel post service, provided that notice of such suspension is given immediately to the other administration.

Article 42. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by the Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended by mutual consent of the administrations by means of correspondence.

Article 43. Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures in the General Regulations of the Universal Postal Union at the time that the dispute is submitted by an administration to arbitration.

Article 44. Additional rules and regulations

Either administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Part VI. Final Provisions

Article 45. Entry into force and duration of the Agreement

1. The provisions of this Agreement shall be applied on a provisional basis from the date on which it is signed by the authorized representatives of both administrations.

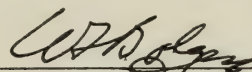
2. This Agreement shall enter into force on the date of exchange of correspondence indicating its ratification or approval. ^[1]

3. This Agreement shall expire six months after the date on which either of the administrations notifies the other of termination.

¹ Aug. 9, 1979.

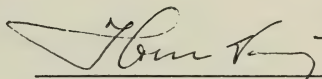
Done in duplicate in the English and Hungarian languages and signed at Washington, D. C., on the 11th day of May, 1979.

FOR THE UNITED STATES OF AMERICA:

 [1]

Postmaster General

FOR THE HUNGARIAN PEOPLE'S REPUBLIC:

 [2]

Director General of Posts

¹ W. F. Bolger.

² Horn, Deszo.

DETAILED REGULATIONS
OF THE
PARCEL POST AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE HUNGARIAN PEOPLE'S REPUBLIC

Preamble

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for the implementation of the Parcel Post Agreement between the United States of America and the Hungarian People's Republic.

Chapter I. Preliminary provisions

Article 101. Information to be supplied by the administrations

1. Each administration shall communicate to the other administration in writing:

(a) the necessary information concerning the customs or other regulations, as well as the prohibitions or restrictions governing the entry and transit of parcels in the territory of its country and other areas for which it has parcel post responsibility;

(b) an extract of the provisions of its laws or regulations applicable to the conveyance of parcels;

(c) the charges and fees authorized under article 3 of the Agreement; and,

(d) the rates and dues established under articles 33 through 37 of the Agreement.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

Chapter II. Treatment of parcels by the office of origin; general conditions of admission and posting

Article 102. Addresses of the sender and of the addressee

1. To be admitted for mailing, each parcel shall bear, in roman letters and in arabic figures on the parcel itself or on a label firmly attached to it, the complete addresses of the addressee and of the sender. An address written in pencil shall not be allowed.

2. The office of posting shall advise the sender to put inside each parcel a copy of his address and that of the addressee.

Article 103. General packing conditions

1. Each parcel shall be packed and closed in a manner befitting the weight, shape, and nature of the contents as well as the mode and duration of conveyance.

2. Each parcel shall be packed and closed so as not to present any danger if it contains any article of a kind likely to injure officials called upon to handle it or to soil or damage any other parcel or any postal equipment.

3. Each parcel shall have, on its packing or wrapping, sufficient space for service instructions and for affixing stamps and labels.

Article 104. Special packing

Each parcel which contains one of the following substances shall be made up as indicated below.

- (a) Articles of glass or other fragile objects shall be surrounded by cushioning material adequate to absorb and distribute shocks and vibrations encountered during transport and to prevent contact between the objects themselves or between the objects and the sides of the container; they shall be packed in a box of metal, wood, strong plastic material or strong fiberboard. The cushioning immediately surrounding the objects shall be a soft low density material, such as cotton or creped wadding, with a more structured higher density cushioning material, such as die-cut corrugated fiberboard, rubberized hair or styrofoam, suspending the objects a minimum of five centimeters from each side of the container.
- (b) Liquids and substances which easily liquefy shall be enclosed in two containers. The inner container shall be a bottle, flask, or other perfectly leak-proof container. The outer container shall be a special box of metal, wood, strong plastic material, or strong corrugated fiberboard, containing enough sawdust, cotton, or any other appropriate protective material to

absorb the liquid should the inner container break. The lid of the box shall be fixed so that it cannot easily work loose.

(c) Dry coloring powders shall be admitted only in perfectly leak-proof metal boxes, placed in turn in boxes of wood, strong plastic material, or strong corrugated fiberboard with sawdust or some other appropriate absorbent and protective material between the two containers.

(d) Dry non-coloring powders shall be placed in containers of metal, wood, strong plastic material, or fiberboard; these containers shall themselves be enclosed in a box made of one of those materials.

Article 105. Formalities to be complied with by the sender

1. Each parcel shall be accompanied by a customs declaration on UPU form C2/CP3 or a similar form. The customs declaration shall be securely attached to the parcel. Furthermore, each parcel shall be accompanied by a dispatch note in the form of the specimen CP2 or a similar form,

2. The contents of each parcel shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The sender shall indicate on the parcel and on the dispatch note how the parcel is to be dealt with in the event of non-delivery as provided in article 14 of the Agreement.

Article 106. Formalities to be complied with by the office of origin.

The office of origin shall be responsible for indicating on each parcel its date of mailing and the name of the office of origin.

Article 107. Insured parcels

Each insured parcel shall be subject to the following special rules regarding make-up:

- (a) the parcel shall be sealed in a manner sufficient to reveal any traces of tampering;
- (b) the materials used for sealing, as well as the labels and the postage stamps, if any, affixed to each insured parcel shall be placed so that they cannot conceal any damage to the packing; the labels and postage stamps shall not be folded over two sides of the packing so as to cover an edge;
- (c) the parcel and the dispatch note shall be provided with a stamp impression or label bearing the serial number of the parcel, and in bold letters the word "insured" or "valeur declaree"; the stamp impression or label shall be placed on the parcel, on the same side as, and close to, the address;
- (d) the insured value shall be expressed in the currency of the country of origin and written on the parcel in words with roman lettering and in arabic figures;
- (e) the amount of the insured value shall be converted into gold francs by the office of origin; the result of the conversion shall be shown in figures at the side of or below those representing the value in the currency of the country of origin.

Article 108. Fraudulent insurance

When circumstances of any kind disclose a fraudulent declaration of a value greater than the actual value of the contents of the parcel, the administration of origin shall be notified as soon as possible.

Article 109. Other formalities

1. Each air parcel and dispatch note shall bear the words "air mail" or "par avion".

2. Each insured parcel and dispatch note for which the sender requests an advice of delivery at the time of posting shall bear very conspicuously either the indication "advice of delivery," "avis de reception," "return receipt requested," or the stamp impression "A.R.". The office of origin shall complete a copy of UPU form C5 or a similar form to accompany each insured parcel for which the sender requests an advice of delivery.

3. Each service parcel and dispatch note shall bear the indication "Service des Postes" or a similar indication.

Article 110. Withdrawal from the post; alteration of address

1. A request for the alteration of an address or the withdrawal of a parcel from the post shall be dealt with in accordance with the provisions governing withdrawal from the post and alteration of address in the Detailed Regulations of the Convention (currently set forth in articles 140 and 141 of the Detailed Regulations of the Lausanne Convention).

2. Any telegraphic request for the alteration of an address of an insured parcel shall be confirmed by post by the first available dispatch. The confirmatory request shall be prepared on or in the form of a UPU form C7 used to request an alteration of the address of a letter post item, or a similar form; it shall bear, underlined in colored pencil, the note "Confirmation of the telegraphic request of the . . .", or "Confirmation de la demande telegraphique du. . ."; and it shall be accompanied by a perfect facsimile of the envelope or wrapper or of the address of the item.

Chapter III. Treatment of parcels by the exchange offices

Article 111. Routing of transit parcels

Each administration shall forward by the routes and means that it uses for its own parcels each parcel transferred to it by another administration to be conveyed in transit across its territory.

Article 112. Exchange offices; method of transmission

1. The exchange of dispatches of parcels shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate the exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration at least three months advance written notice of redesignation of or addition to its exchange offices.

4. Parcels should generally be exchanged in closed mails.

5. Transit parcels shall be transmitted in closed mails, unless the administrations agree to effect exchanges of parcels in transit a decouvert.

Article 113. Parcel bills

1. For each dispatch of parcels to be forwarded by surface, the total net weight in kilograms shall be entered by the dispatching exchange office on a parcel bill in the form of UPU form CP 11 or a similar form. For air parcels the dispatching exchange office shall indicate the same information on "air parcel bill" UPU form CP 20 or a similar form.

2. Insured parcels shall be listed on a separate parcel bill.

3. Returned parcels may be listed on a separate parcel bill.

4. Each parcel bill shall be numbered according to an annual series by each dispatching exchange office; the last number of the year shall be shown on the first parcel bill of the following year. In the case of sea or air services, the name of the ship or airline carrying the mail shall be shown on the parcel bill.

5. Each insured parcel, returned parcel, parcel forwarded in transit a decouvert, or redirected parcel shall be entered individually on the parcel bill. The entry for each insured parcel shall indicate its serial number. The entry for each redirected or returned parcel shall be marked "redirected" or "reexpedie," or "returned" or "retour" in the observation column. However, each fully prepaid redirected parcel shall be recorded as though it had originated in the redirecting administration. For transit parcels, the country of destination shall be entered in the "Observations" column of the parcel bill.

6. The administration of origin shall prepare, for closed mails to be forwarded in transit through the other administration, a parcel bill indicating the total gross weight in kilograms of the transit parcels, a copy of which shall be sent by air to the receiving exchange office of that administration.

7. The number of bags making up each dispatch shall be shown on the parcel bill.

Article 114. Transmission in closed mails

1. In the normal circumstances of transmission in closed mails, the bags shall be marked, closed, and labeled in the manner prescribed for letter bags in the provisions for make up and labeling of mails in the Detailed Regulations of the Convention (currently set forth in article 149, sections 3 and 4, and article 155, sections 1, 6, and 7 of the Detailed Regulations of the Lausanne Convention), subject to the following special provisions:

- (a) the labels shall be yellow ochre in color;
- (b) for receptacles other than bags some other special methods of closing may be adopted, provided that the contents are sufficiently protected; and,
- (c) the label or address of a closed bag which contains air parcels shall bear the indication "air mail" or "par avion."

2. In general, insured parcels shall be dispatched in separate bags. Where uninsured and insured parcels are dispatched in the same bag, the insured parcels shall be placed in an inner bag appropriately sealed. Each bag which includes insured parcels, whether alone or together with uninsured parcels, shall be marked with the letter "V".

3. The weight of each bag containing parcels shall not exceed 30 kilograms.

4. Each administration shall inform the other administration by correspondence as to the number of copies of the parcel bill and the method of transmission required by its service.

Article 115. Delivery of dispatches

1. Each surface parcel dispatch shall be accompanied by a delivery bill on UPU form C 18 or a similar form.

2. Each dispatch shall be delivered in good condition. However, a dispatch may not be refused because of damage or theft.

3. Each air parcel dispatch shall be accompanied by an air mail delivery bill on UPU form AV 7 or a similar form in accordance with the provisions governing AV 7 delivery bills in the Detailed Regulations of the Convention (currently set forth in article 188 of the Detailed Regulations of the Lausanne Convention).

Article 116. Check of dispatches by exchange offices

1. Each exchange office receiving a dispatch shall immediately check each bag and its fastening. It shall also check the origin and destination of the bags making up the dispatch and entered on the delivery bill, and the parcels and various documents which accompany them.

2. When a bag of insured parcels is opened, the constituent parts of the fastening (seal, label etc.) shall be kept together.

3. When an administration acting as an intermediary for the other has to repack a dispatch it shall check the contents if it believes that these have not remained intact. It shall make out a verification note of UPU form CP 13 or

a similar form. A copy of this note shall be sent to the exchange office from which the dispatch was received, one copy shall be sent to the office of origin, and a copy shall be inserted in the repacked dispatch. The verification note shall also be used to report the loss of a dispatch, or of one or more of the bags comprising it, or any other irregularity.

4. If the exchange office of destination discovers an error or omission in the parcel bill it shall immediately make the necessary correction, taking care to cross out the incorrect entry in such a way as to leave the original entry legible. The correction shall be made in the presence of two officials. Unless there is an obvious error in the correction, it shall be accepted in preference to the original entry. The exchange office shall also carry out a routine check when a bag or its fastening gives grounds for suspecting that the contents have not remained intact or that some other irregularity has occurred. Any irregularity which has been established, as well as the loss of a dispatch or of one or more of the bags comprising it, or the loss of a parcel bill, shall be notified without delay to the dispatching exchange office by a verification note prepared in duplicate. If the dispatch was received from an intermediate exchange office, a copy of this note shall also be sent to that exchange office. If a parcel bill is missing, the receiving exchange office shall, in addition, prepare a new parcel bill, a copy of which shall be sent to the

exchange office of origin from which the dispatch was received.

5. Each verification note and its duplicate shall be sent under registered cover by the most rapid route. When a receiving exchange office has not sent a verification note by the first available dispatch, it shall be considered, until the contrary is proved, as having received the bags or parcels in good conditions.

6. The exchange office to which a verification note is sent shall return it as promptly as possible after having examined it and indicated thereon its observations, if any. The returned verification note shall be attached to the parcel bill to which it relates. A correction made to a parcel bill which is unsupported by documentary evidence shall not be considered valid. If the verification notes are not returned to the office of exchange which issued them within a period of two months from the date of their dispatch they shall be considered, until the contrary is proved, as duly accepted by the offices to which they were sent.

7. The discovery, at the time of a check, of any irregularity whatsoever may in no event be the cause of the return of a parcel to origin except that parcels which exceed the weight or size limits set forth in article 11 of the Agreement may be returned to origin if the regulations of the administration of destination so provide.

Article 117. Discrepancies in the weight data of parcels or dispatches

When an administration establishes a discrepancy in the weight of a parcel or of a dispatch that is recorded on a parcel bill received from the other administration, the weight as corrected by the receiving administration shall be valid.

Article 118. Notification of irregularities for which administrations may be liable

An exchange office which, on the arrival of a dispatch, discovers the absence of, theft from, or damage to one or more parcels shall proceed as follows.

(a) It shall indicate in as much detail as possible on the verification note the condition in which it found the outer packing of the dispatch. Unless this is impossible for a stated reason, the bag, the string, the lead or other seal, and the label shall be kept intact for a period of six weeks from the date of verification and shall be sent to the administration of origin if it so requests.

(b) The exchange office, moreover, shall send a duplicate of the verification note to the last intermediate exchange office, if any, at the same time as to the dispatching exchange office.

Article 119. Receipt by an exchange office of a damaged or insufficiently packed parcel

1. An exchange office which receives a damaged or insufficiently packed parcel shall forward it, after having repacked it if necessary, preserving as far as possible the original packing, the address, and the labels. The weight of the parcel before and after its repacking shall be shown on the actual packing of the parcel and shall be followed by the note "Repacked at . . ." or "Remballe a . . ."; the parcel shall be stamped with an impression of the date-stamp of the repacking exchange office and signed by the officials who did the repacking.

2. If the condition of a parcel is such that the contents could have been removed or damaged or if a parcel shows a discrepancy in weight such as to suggest the removal of part or all of the contents, the receiving exchange office shall open it and check the contents. The result of this check shall be reported to the dispatching exchange office on UPU form CP 14 or a similar form, a copy of which shall be attached to the parcel.

Article 120. Check of dispatches of parcels forwarded in bulk

1. The provisions of articles 116, 118 and 119 shall be applicable only to rifled and damaged parcels and parcels entered individually on the parcel bills. The other items shall be simply checked in bulk.

2. When an exchange office establishes a discrepancy between the number of insured parcels given on the parcel bill and the number of insured parcels found in the dispatch, a verification note shall be prepared to correct the total number of insured parcels.

Article 121. Redirection of a parcel arriving out of course

1. The redirecting administration shall report each parcel arriving out of course in a verification note to the administration from which the parcel has been received.

2. The redirecting administration shall treat each parcel arriving out of course as if it had arrived in transit a decouvert. It shall credit the true administration of destination and, where appropriate, the intermediate administrations taking part in the redirection of the parcel with the relative conveyance rates. The redirecting administration shall then seek to recover the charges for the redirection of missent parcels specified in article 19, section 5 of the Agreement from the administration which missent the parcel.

Article 122. Return of empty bags

1. Each administration shall provide the bags necessary for the dispatch of its parcels; each bag shall be marked to indicate its ownership.

2. Empty bags shall be returned, in bundles enclosed in one of the receptacles, to the administration to which they belong by the next dispatch and, if possible, by the route followed on their original transmission.

3. Empty bags shall always be returned free of charge.

4. Otherwise, the return of empty bags shall be governed by the provisions for the return of empty bags in the Detailed Regulations of the Convention (currently set forth in article 161 of the Detailed Regulations of the Lausanne Convention).

Chapter IV. Treatment of parcels by the office of destination

Article 123. Reservations on delivery of a rifled or damaged parcel

1. In the cases specified in article 26, section 1(a) of the Agreement, the office of destination shall prepare a report, on UPU form CP 14 or a similar form, of the joint inspection and have it countersigned by the addressee. One copy of the report shall be handed to the addressee or, if the item is refused or redirected, attached to the parcel. One copy shall be retained by the administration which prepared the report.

2. A parcel subjected to the treatment specified in section 1 shall be returned to the sender if the addressee refuses to countersign the report.

Article 124. Treatment of an advice of delivery after delivery of an insured parcel with an advice of delivery

Immediately following the delivery of a parcel with an advice of delivery, the office of destination shall return the UPU form C 5 which accompanied the parcel, duly completed, to the address shown by the sender by the quickest route and without charge to the sender. A blue airmail label or impression shall be affixed to advices of delivery returned by air. If the advice of delivery does not arrive, the office of destination shall automatically make out a new copy.

Article 125. Return and redirection of parcels to origin

1. An office which returns a parcel for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the parcel and on the parcel bill which accompanies it, the reason for non-delivery. The reason shall be stated in French or English and shall be made in a clear and concise form, such as "not known" or "inconnu", "refused" or "refuse", "traveling" or "en voyage", "gone away" or "parti", "unclaimed" or "non reclame", "deceased" or "decédé", etc.

2. The office of destination shall strike out the address particulars with which it is concerned and write "Return" or "Retour" on the front of each such parcel; it shall also apply its date-stamp beside the indication "Return" or "Retour."

3. A parcel shall be returned in its original packing accompanied by the original customs declaration. If for any reason a parcel has to be repacked, the name of the office of origin of the the parcel, the serial number of the parcel and the date of its posting shall be indicated on the new packing.

4. If an air parcel is returned by surface, the "air mail" or "par avion" label and any notes relating to transmission by air shall be struck through with two thick horizontal lines.

5. The provisions of sections 3 and 4 shall also be applicable to redirected parcels. In addition, the indication "reexpedie" or "reforwarded" shall appear on the parcel bill in the "Observations" column opposite the entry of the parcel.

Article 126. Treatment of requests for withdrawal from the post or for alteration of address

On receipt of a request for a withdrawal from the post or for an alteration of an address, the administration of destination shall search for the parcel in question, and honor the request if it can.

Article 127. Sale; destruction

1. When a parcel has been sold or destroyed in accordance with the provisions of article 23 of the Agreement, a report of the sale or destruction shall be prepared. A copy of the report shall be sent to the office of origin.

2. The proceeds of the sale shall be applied to defray the charges on the parcel and the costs incurred in selling it; the balance, if any, of the proceeds shall be sent to the office of origin, which shall pay it to the sender, after deducting the costs of forwarding the balance.

Chapter V. Inquiries

Article 128. Treatment of inquiries

Each inquiry about a parcel shall be dealt with in accordance with the provisions for inquiries set forth in the Detailed Regulations of the Convention (currently set forth in article 143 of the Detailed Regulations of the Lausanne Convention).

Article 129. Inquiries concerning an advice of delivery not received

When a sender inquires about an advice of delivery which he has not received within a reasonable time, the inquiry shall be dealt with in accordance with the provisions governing advices of delivery set forth in the Detailed Regulations of the Convention (currently set forth in article 131, section 5 of the Detailed Regulations of the Lausanne Convention).

Chapter VI. Determination of rates

Article 130. Determination of terminal rates

Each administration shall establish a terminal rate which corresponds to the costs of rendering the service or which is based on the rates provisions of the Postal Parcels Agreement of the Universal Postal Union.

Article 131. Determination of transit land rates

Each administration shall establish a single transit land rate as follows:

1. For a data collection period of eight consecutive weeks, each administration sending parcels in transit through the other administration shall complete and forward to the other administration a UPU form CP 12 or a similar form listing the transit parcels by weight step and the total gross weight of the transit parcels in the dispatch. During the data collection period, each transit administration shall record the following information for all parcels from the other administration for which it provides transit land services and shall compute its transit land rate pursuant to the directions set forth in sections 2 through 5 of this article:

(a) the total number of transit parcels which fall within each of the weight steps set forth in the provisions of the Postal Parcels Agreement of the Universal Postal Union concerning transit land rates; and,

(b) the gross weight in kilograms of all parcels recorded in paragraph (a) above.

2. Determine the weighted average distance transit parcels from the other administration are conveyed over land during the data collection period.

3. Determine the total transit land rate for all transit parcels within each weight step by multiplying the number of transit parcels in each weight step times the rate determined by applying the table for transit land rates in the UPU Postal Parcels Agreement (currently set forth in article 47 of the Lausanne Postal Parcels Agreement) to the data from sections 1 (a) and 2 of this article.

4. Add the total transit rates for each weight step determined under section 3 to obtain the aggregate transit land rate in gold francs for all transit parcels received during the data collection period.

5. To determine the transit land rate per kilogram, divide the aggregate transit land rate in gold francs determined under section 4 by the gross weight recorded under section 1(b) and round the resulting rate to the nearest one tenth of a gold franc.

6. Each administration shall apply the transit land rate it derives in section 5 to the gross weight of all transit parcels conveyed by land as provided in article 34 of the Agreement.

Article 132. Determination of sea rates

Each administration shall establish a single sea rate as follows:

1. During a data collection period of eight consecutive weeks, each administration sending parcels in transit by the sea services of the other administration shall complete and forward to the other administration a UPU form CP 12 or a similar form listing such transit parcels by weight step and indicating the total gross weight of such transit parcels. During the statistical period, each administration shall record the following information for all transit parcels from the other administration for which it provides transit sea services and shall compute its sea rate pursuant to sections 2 through 5 of this article:

(a) the total number of transit parcels which fall within each of the weight steps set forth in the provisions of the Postal Parcels Agreement of the Universal Postal Union concerning sea rates; and,

(b) the gross weight in kilograms of all parcels recorded in paragraph (a) above.

2. Determine the weighted average distance transit parcels from the other administration are conveyed by sea during the statistical period.

3. Determine the total sea rate for all transit parcels within each weight step by multiplying the number of transit parcels in each weight step times the rate determined by applying the table for sea rates in the UPU Postal Parcels Agreement (currently set forth in article 49 of the Lausanne Postal Parcels Agreement) to the data from sections 1(a) and 2 of this article.

4. Add the total sea rates for each for each weight step determined under section 3 to obtain the aggregate transit sea rate in gold francs for all transit sea parcels received during the data collection period.

5. To determine the sea rate per kilogram, divide the aggregate sea rate in gold francs determined under section 4 by the gross weight recorded under section 1(b) and round the resulting rate to the nearest one tenth of a gold franc.

6. Each administration shall apply the sea rate it derives in section 5 to the gross weight of all transit parcels conveyed by sea as provided in article 35 of the Agreement.

Chapter VII. Accounting

Article 133. Rates and dues credited to other administrations by the administration of origin

1. In the exchange of closed mails, the administration of origin shall credit the administration of destination and each intermediate administration of destination and each

intermediate administration with the terminal rates, transit land and sea rates, and air conveyance dues which are due to them.

2. In the case of exchange in transit a decouvert the administration of origin shall credit:

- (a) the administration of destination of the dispatch with the rates referred to in section 1 as well as rates due to the subsequent intermediate administrations and to the administration of destination; and,
- (b) the intermediate administrations preceeding the administration of destination of the dispatch with the rates referred to in section 1.

Article 134. Allocation and recovery of rates, and charges
in case of redirection and return

1. When rates and charges have not been paid at the time of return to origin or redirection, the returning or redirecting administration shall proceed as indicated below for the allocation and recovery of such rates and charges.

2. For each parcel redirected to a third country the redirecting administration shall recover the rates and charges set forth in article 20, section 5 of the Agreement from the addressee or the administration to which the parcel is forwarded.

If for any reason the redirecting administration is unable to recover such charges from the addressee or the administration to which the parcel is forwarded, it shall recover them from the administration of origin.

3. For each parcel returned to origin, the returning administration shall recover from the administration of origin the rates and charges set forth in article 18, section 4 of the Agreement.

4. The redirecting administration shall credit the intermediate administrations with the rates payable to them.

5. In the case of redirection of a mis-sent parcel, the allocation and recovery of the rates and charges shall be made in accordance with article 121, section 2.

6. The charges shall be indicated in detail on a UPU form CP 25 or on a similar form.

Article 135. Preparation of accounts

1. Each administration shall prepare quarterly for all items received from the other administration:

(a) for surface parcels, a statement of amounts due on a UPU form CP 15 or a similar form giving, by dispatching office and per dispatch, the gross weight of the parcels entered on the parcel bills, with an indication of the appropriate rate and the total of amounts due for that quarter;

(b) for air parcels, a statement of amounts due prepared on a UPU form CP 15 (bis) or a similar form giving, by dispatching office and per dispatch the gross weight of parcels entered on the air parcel bills, with a statement of the appropriate rate and the total of amounts due for that quarter.

2. In the event of alteration of a parcel bill, the number and date of the verification note prepared to report such alteration shall be shown in the "Observations" column of the form for statement of amounts due.

3. The statements of amounts due shall be summarized in an account prepared, in duplicate, on a UPU form CP 16 or a similar form.

4. The summarized account, accompanied by the statements of amounts due to which it relates (but without the parcel bills), shall be sent by the most rapid route to the administration of origin for examination within two months following the quarter to which it relates. "Nil" accounts shall not be prepared. In the amounts stated in the balance of the summarized account, centimes shall be ignored. Any discrepancies shall be noted in a statement of differences, which shall be prepared on a UPU form CP 17 or a similar form. Each statement of differences shall be sent in duplicate to the administration concerned, which shall incorporate the amount stated therein in its next summarized account; no statement of differences shall be prepared when the total amount of the discrepancies does not exceed ten gold francs per account.

5. After the summarized accounts have been checked and accepted, they shall be returned, together with the related statements of amounts due, to the administration which prepared them within two months of the date of dispatch. If the administration which has sent the summarized account does not receive any notice of amendment during this period, the summarized account shall be regarded as fully accepted.

6. The summarized accounts shall be summarized in a quarterly general account prepared by the creditor administration on a UPU form CP 18 or a similar form, which shall be transmitted immediately to the debtor administration.

7. When it is necessary to recover payments from the administration responsible in accordance with article 29 of the Agreement and several amounts are involved, these shall be summarized on a UPU form CP 22 or a similar form and the total amount shall be carried forward to the summarized account.

Article 136. Accounts for air parcel dispatches

An account for air conveyance dues for air parcel dispatches shall be drawn up according to the provisions for accounting for air conveyance dues set forth in articles 200 to 204 of the Detailed Regulations of the Lausanne Convention.

Article 137. Settlement of accounts

1. The amount of the balance of the general accounts shall be paid by the debtor administration to the creditor administration in accordance with the provisions for settlement of accounts in the Convention (currently set forth in article 12 of the Lausanne Convention).

2. The preparation and dispatch in duplicate of a general account may be carried out, without waiting for the summarized accounts to be returned accepted, as soon as an administration, which has all the accounts relative to the period concerned, finds that it is the creditor. The check of the general account by the debtor administration, the return of one of the two copies to the creditor administration, and the repayment of the balance shall be carried out by the debtor administration within a period of three months after its receipt of the general account.

Chapter VIII. Miscellaneous provisions

Article 138. Definitions

The definitions set forth in article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 139. Period of retention of documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 140. Alterations or amendments

These Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

Chapter IX. Final provisions


Article 141. Entry into force and duration of the Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the Parcel Post Agreement to which they refer.

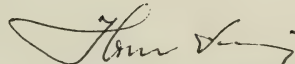
2. These Detailed Regulations, and any amendments hereto pursuant to article 140, shall have the same duration as the Parcel Post Agreement to which they refer.

Done in duplicate in the English and Hungarian languages and signed at Washington, D.C., on the 11th day of May, 1979.

FOR THE UNITED STATES OF AMERICA:


Postmaster General

FOR THE HUNGARIAN PEOPLE'S REPUBLIC:


Director General of Posts

P O S T A C S O M A G -

M E G Á L L A P O D Á S

a MAGYAR NÉPKÖZTÁRSASÁG és az

AMERIKAI EGYESÜLT ÁLLAMOK között

Bevezető

Alulírottak a rájuk ruházott hatáskör értelmében a következő MEGÁLLAPODÁS-t kötötték:

1. Cikk. A MEGÁLLAPODÁS célja

A Megállapodásnak szabályoznia kell a csomagok forgalmát az AMERIKAI EGYESÜLT ÁLLAMOK és a MAGYAR NÉPKÖZTÁRSASÁG között, beleértve minden olyan területet, amelyek postacsomag forgalmának ellátásáért ezeknek az országoknak a postaigazgatásai felelősek.

2. Cikk. Meghatározások.

Az itt használt következő kifejezéseknek az alábbi jelentésük van:

1. Igazgatás - rövidített forma, amelyet a jelen Megállapodást aláíró országok egyikének postaigazgatására történő hivatkozáshoz használnak;

2. Fejezetek, cikkek, bekezdések - a jelen Megállapodás fejezetei, cikkei és bekezdései, kivéve az olyan cikkek esetét, amikor a szöveg olyan /áru/ cikkekre hivatkozást jelöl, amelyet egy csomagban helyeztek el, vagy amelyet el lehet helyezni egy csomagban;

3. Egyezmény - az Egyetemes Postaegyezmény, amelyet az Egyetemes Postaegyesület időről-időre életbe léptetett és amelyet a jelen Megállapodást aláíró országok elfogadtak;

4. Az Egyezmény Végrehajtási Szabályzata - az Egyetemes Postaegyezmény Végrehajtási Szabályzata, melyet időről-időre az Egyetemes Postaegyesület /UPU/ Kongresszusa léptet életbe, s amelyet a jelen Megállapodást aláíró országok elfogadtak;

5. Kicserélő hivatal - egy nemzetközi postacsomag-kicserélő hivatal;

6. Aranyfrank - az Egyetemes Postaegyesület Lausanneban, 1974. július 5-én elfogadott Alapokmányában rendszeresített postai pénzegység, az időről-időre eszközölt módosításnak megfelelően; azzal azonban, hogy az igazgatások az aranyfrank helyettesítéseképpen megállapodhatnak levelezés útján bármely pénzegység elfogadásában, melyet az Egyetemes Postaegyesület rendszeresíthet és bármely összeg vagy átszámítási arány, amelyet e Megállapodás alapján aranyfrankban állapítottak meg, közvetlen arányos alapon átszámítandó az új pénzegségre;

7. Közöséges csomag - értéknylvánítás nélküli csomag;

8. Felvevőhivatal - az a postahivatal, amely a csomagot a feladótól felveszi;

9. Rendeltetési hivatal - az a postahivatal, amely rendeltetési címül szolgál;

10. Bármely igazgatás szabályaira vonatkozó hivatkozás, vagy bármelyik ország belső törvényhozására való hivatkozás, hivatkozás az általános szabályokra vagy törvényhozáásra, amelyek szabályozzák az ügyet, s amelyeket a feladási országra tekintet nélkül kell alkalmazni;

11. Szolgálat - a jelen Megállapodással a csomagok cseréjére /forgalmára/ létesített szolgálat.

I. Rész. Díjak és illetékek

3. Cikk. A díjak és illetékek összetétele.

1. Azok a díjak és illetékek, amelyeknek beszedésére a csomagok feladóitól és címzettjeitől az igazgatások jogosultak, a 4. Cikkben szereplő fő díjakból és - ahol az szükséges - az alábbi díjakból állnak:

- a./ Az 5. Cikkben említett légi díjak;
- b./ A 6. és 7. Cikkben említett pótdíjak;
- c./ Az 5. Rész 20. Cikkében említett díjak és illetékek;
- d./ A 8. Cikkben említett nem postai illetékek.

4. Cikk. Fő díjak.

1. Mindegyik igazgatásnak meg kell állapítania a feladótól beszedendő fő díjakat.

2. A fő díjnak szoros kapcsolatban kell lenniök a 31.-35. Cikkekben hivatkozott díjtételekkel és követelésekkel.

5. Cikk. Légi díjak.

1. Mindegyik igazgatásnak meg kell állapítania a légi úton továbbított csomagokért a feladóktól beszedendő díjakat.

2. A légi díjnak egységesnek kell lenniök a rendeltetési ország egész területére nézve, bármilyen legyen is az irányításra használt utvonal.

6. Cikk. Értéknyilvántással ellátott csomagok.

1. Az értéknyilvántással ellátott csomagok díját, amelyet a felvevő igazgatás belső szabályai szerint állapítottak meg, a feladótól előre kell beszedni.

2. Ezen felül, bármelyik igazgatás, amely vállalja az erőhatalom kockázatát, jogosult díjat szedni az erőhatalom kockázatának vállalásáért.

7. Cikk. Pótdíjak

Az igazgatások jogosultak a következő pótdíjak beszedésére:

/a/ a Vámnak történő bemutatásért járó díj és a rendeltetési igazgatás által beszedendő vámdíjak beszedéséért járó díj; a díjat a csomagnak a címzett részére történő kézbesítésekor kell beszedni;

/b/ raktározási díj /fekbér/ minden csomagért, amelyet az előírt időn belül nem vettek át; ezt a díjat annak az igazgatásnak kell beszednie, amely a visszaküldött csomag kézbesítését végzi és pedig azon igazgatás javára, amelynek szolgálatában a csomagot az előírt időn túl tartották;

/c/ kézbesítési értesítés díja abban az esetben, amikor a feladó kézbesítési értesítést kér a 16. cikkel összhangban;

/d/ a 24. cikkben említett tudakozvány-díj;

/e/ a postáról való visszavonásra vonatkozó kérés díja, vagy címváltoztatás díja;

/f/ erőhatalom kockázatának vállalásáért járó díj abban az esetben, ha az igazgatás vállalja az erőhatalom kockázatát;

/g/ feladási igazolás díja, amikor a feladó egy közönséges csomag feladásáról igazolást kér;

/h/ a csomagnak a feladóhoz való visszaküldéséért járó díj, amelyet a felvevő igazgatás szedhet be a feladótól.

/i/ kézbesítési díj; ezt a díjat a rendeltetési igazgatás mindannyiszor szedheti, ahányszor a csomagot a címzett lakásán bemutatják;

/j/ átcsomagolási díj, amelyet annak az első országnak az igazgatása számít fel, amelynek területén a csomagot a tartalom megvédése érdekében át kellett csomagolni, ezt a címetől vagy adott esetben a feladótól szedik be";

8. Cikk. Nem postai illetékek

1. A rendeltetési igazgatásnak joga van a címezettől vámdíjnak és egyéb nem postai illetékeknek a beszedésére, amelyeket a rendeltetési országban kézbesített minden egyes áru/cikkért kell fizetni.

2. Mindegyik igazgatásnak biztosítania kell, hogy a vámdíjakat és egyéb nem postai díjakat törlik abban az esetben, ha

- /a/ a csomagot visszaküldik a feladónak;
- /b/ egy harmadik országba utánküldik;
- /c/ ha a csomagról a feladó lemond, vagy
- /d/ ha a csomag saját szolgálatában elveszett, vagy megsemmisült a tartalom teljes megrongálódása miatt
- /e/ ha a csomagot az igazgatások szolgálatában kifosztották vagy megsérült. Ilyen esetben a nem postai díjak törlését csak a hiányzó tartalom értékére vagy a tartalomban bekövetkezett értékcsökkenésre biztosítják".

9. Cikk. Szolgálati csomagok.

Minden postai díjtól mentesek a postaszolgálatra vonatkozó csomagok, amelyeket a postaigazgatások és azok hivatalai egymás között váltanak.

II. Rész. A szolgálat ellátása.

I. Fejezet. Az elfogadásra vonatkozó kívánalmak.

10. Cikk. Elfogadási feltételek

Ahhoz, hogy elfogadják a forgalomban, minden csomagnak:

/a/ úgy kell becsomagolva lennie, hogy az megfeleljen a tartalom természetének és a szállítás feltételeinek;

/b/ tartalmaznia kell mind a feladó, mind a címzett nevét és címét;

/c/ meg kell felelnie a súlyra és a méretre vonatkozóan a 12. cikkben előírt feltételeknek;

/d/ bérmentesítettnek kell lennie a felvevő hivatal által kért valamennyi díj tekintetében, vagy postabélyeggel, vagy a felvevő igazgatás szabályaiban megengedett bármely egyéb módon leróva a díjakat;

/e/ nem szabad tartalmaznia olyan /áru/ cikkeket, amelyek a 10. cikkben, vagy a csomag tranzitálásában részt vevő egy, vagy több igazgatás szabályaiban előírt tilalmakba ütköznek.

11. Cikk. Tilalmak.

1. A következő cikkeknek /tárgyaknak/ az elhelyezése valamennyi csomagban tilos:

/a/ olyan tárgyak, amelyek természetüknél, vagy csomagolásuknál fogva veszélyesek a /postai/ alkalmazottakra, vagy beszenyezhetik, illetve megrongálhatják a többi csomagot vagy postai berendezéseket;

/b/ aktuális és személyes levelezés jellegű iratok, kivéve az olyan lezáratlan iratot, amely csak a lényeges és ki zárólag a szállított javakra /árakra/ vonatkozó adatokat tartalmazza, mint pl. a számla, vagy a szállítási jegyzék;

/c/ élő állatok;

/d/ robbanó, gyúlékony vagy egyéb veszélyes anyagok;

/e/ szemérem sértő vagy erkölcs telen tárgyak, és

/f/ olyan /áru/ cikkek, amelyeknek a bevitele és forgalma a rendeltetési országban tiltott.

/g/ rádióaktív anyagok.

2. Mindegyik igazgatásnak közölnie kell a másikkal a vám- és egyéb szabályokra vonatkozó információkat, valamint azokat a tilalmakat vagy korlátozásokat, amelyek a postai cikkeknek saját szolgálatában való érkezési és tranzit forgalmát szabályozzák.

3. Az értékn yilvánítás nélküli csomagokban tilos a következő cikkek /tárgyak/ elhelyezése: érmék, bankjegyek, papírpénzek, bármilyen, a tulajdonosnak fizetendő kötvények, platiná, arany vagy ezüst /megmunkált, vagy megmunkálatlan/ drá-

gákövek, ékszerek és egyéb értékes cikkek.

12. Cikk. Méret- és súlyhatárok.

1. A postacsomagként küldött csomag mérete nem haladhatja meg /a/ bármely irányban az 1.07 métert, sem a 2 métert a hosszúság és nem a hosszúság irányában mért legnagyobb kiterjedés összegeként; és /b/ súlyban pedig nem haladhatja meg a 20 kilogrammot.

2. Az igazgatások levélváltás útján megállapodhatnak az 1. bekezdésben megállapított méret- és súlyhatárok megváltoztatására nézve; a maximális súlyhatár azonban semmi esetre sem haladhatja meg a 30 kilogrammot.

13. Cikk. Szabálytalanul felvett csomagok kezelése

1. Ha egy, a 11. Cikk 1.bekezdésében feltüntetett tiltott /áru/ cikket tartalmazó csomagot szabálytalanul felvettek, a tiltott cikket az annak jelenlétét megállapító igazgatás országa törvényeinek megfelelően kell kezelni; a 11. Cikk 1. bekezdés /d/, vagy /e/ alpontjaiban felsorolt tiltott cikket semmilyen körülmények között sem szabad a rendeltetési helyre továbbítani, vagy a címzettnek kézbesíteni, vagy a feladónak visszaküldeni.

2. Ha egy csomag a 11. Cikk 1/b/ alpontjában tiltott egyetlen levelezésfajtát tartalmaz, a levelezést továbbítani kell azzal, hogy az annak jelenlétét megállapító igazgatás nemzetközi szabályai értelmében járó díjat be kell szedni és a csomagot nem szabad ezért visszaküldeni a feladónak.

3. Ha egy szabálytalanul felvett csomagot nem kézbesítettek a címzettnek és nem küldték vissza a feladónak sem, a felvevő igazgatást értesíteni kell arról, hogy a csomagot hogyan kezelték, valamint arról a korlátozásról és tilalomról, amely az alkalmazott kezelést előírta.

4. A tévesen felvett és a felvevő helyre visszaküldött csomagokat a 18. cikk 4. bekezdésében említett postai és egyéb díjak terhelik.

14. Cikk. A feladó utasításai a feladás alkalmával

1. A csomag feladásakor a feladót fel kell kérni arra, hogy jelölje meg a kézbesíthetetlenség esetében követendő kezelést.

2. Ilyenkor csak a következő utasítások egyike adható meg:

/a/ visszaküldendő a feladónak;

/b/ másik címre kézbesítendő; vagy

/c/ úgy kezelendő, mint amelyről a feladó lemondott.

3. Ha nem adtak utasítást, vagy ha az utasítás a csomagon olvashatatlan, a csomagot a 18. Cikk 3. bekezdésében előírtak szerint kell kezelni.

15. Cikk. Értéknyilvántartással ellátott csomagok

1. Az értéknyilvántartással ellátott csomagok biztosított értékét a következő rendelkezések szabályozzák:

/a/ mindegyik igazgatásnak korlátoznia kell az értéknyilvántartással ellátott csomagok biztosított értékét 1000 aranyfrankot meg nem haladó összegre; és

/b/ a feladó a csomag tartalma tényleges értékének egy részére is biztosíthatja csomagját, de nem biztosíthatja azt a tényleges értéket meghaladó összegre.

2. A csomag tényleges értékét meghaladó hamis értéknnyilváníítás az érdekelt ország belföldi törvényei által az ilyen csalárd esetre előírt törvényes eljárás megindítását vonhatja maga után.

3. A hamis biztosítási igény maga után vonhatja bármely olyan eljárás megindítását, amelyet az igény-benyújtás országának belső törvényei írnak elő.

4. Az értéknnyilvánítással ellátott csomag feladása alkalmával minden feladónak díjmentes nyugtát kell adni.

5. Az igazgatások levelezés útján megállapodhatnak az 1. pontban megszabott maximális értéknnyilvánítás növelésében, vagy csökkentésében, de a maximális összeg semmi esetre sem haladhatja meg az 1000 aranyfrankot.

II. Fejezet. Kézbesítési és utánküldési feltételek

16. Cikk. A kézbesítés általános szabályai; őrzési idő.

1. Általános szabályként minden csomagot a lehető leggyorsabban kézbesíteni kell a címzettnek a rendeltetési igazgatásnál a csomagok kézbesítésére vonatkozó szabályoknak megfelelően.

2. Ha a címzettet csomag érkezéséről értesítették, a csomagot a rendeltetési igazgatás belső szabályai által előírt őrzési idő alatt rendelkezésére kell tartani, amely idő nem haladhat meg 60 napot.

17. Cikk. Kézbesítési értesítés.

1. Az értéknilyvántással ellátott csomag feladója a feladáskor a 7. Cikk /c/ alpontjában megállapított díj fizetése ellenében kézbesítési értesítést kérhet.

2. Nem számítható fel tudakozvány díj, ha a feladó tudakozódik a kézbesítési értesítés felől, amelyet a rendes idő alatt nem kapott meg.

18. Cikk. Kézbesíthetetlen csomagok visszaküldése a feladónak.

1. Az egyetlen címzett által visszautasított csomagot azonnal vissza kell küldeni a feladó igazgatáshoz.

2. Az értéknilyvántással ellátott kézbesíthetetlen csomagot ilyenként kell visszaküldeni.

3. A csomagok őrzési idejére a 16. Cikkben megállapított idő lejártá után minden kézbesíthetetlen csomagot vissza kell küldeni a felvevő igazgatáshoz, ha a feladó a 14. Cikkben előírt utasítások egyikét sem adta meg, vagy ha az ilyen utasítás olvashatatlaná vált.

4. A feladási helyre visszaküldött csomagokat azok a díjak terhelik,

/a/ amelyek a csomagoknak a felvevő hivatalhoz való visszaküldése következtében merülnek fel;

/b/ amelyek a feladási helyre való visszaküldése alkalmával, mint nem törölt postai és egyéb díjak a rendeltetési igazgatásnak még járnak.

5. Ezeket a díjrészeket, postai és egyéb díjakat a feladótól szedik be.

19. Cikk. A feladó lemond a kézbesíthetetlen csomagról.

1. Ha a feladó a 14. Cikk 2/c/ alpontja értelmében olyan utasítást adott, hogy a címzettnek nem kézbesíthető csomagot úgy kezeljék, mint amelyről lemondott, a csomagot a rendeltetési igazgatás belső szabályainak megfelelően kell kezelni.

2. Az ilyen csomagokért egyik igazgatás sem támaszthat semmiféle igényt a másikkal szemben.

20. Cikk. Utánküldés a címnek a címzett által történt megváltoztatása következtében, más címzettnek történő kézbesítés, vagy cím-módosítás miatti utánküldés.

1. Ha a címzett címét megváltoztatják, vagy egy címet a 24. Cikk rendelkezéseinek megfelelően módosítottak, vagy a feladó a 14. Cikk 2. bekezdés rendelkezései értelmében másik címzettnek való kézbesítést kér, a csomagot a rendeltetési országon belül, vagy azon kívül után lehet küldeni.

2. A csomagot a rendeltetési országon belül a feladó, vagy címzett kérésére, vagy automatikusan után lehet küldeni, ha azt az ország szabályai lehetővé teszik.

3. A csomagot a rendeltetési országon kívül csak a feladó, vagy a címzett kérésére lehet utánküldeni: ebben az esetben a csomagot csak az új rendeltetési ország és a közbeeső országok által az ilyen továbbításra előírt feltételekkel összhangban lehet tovább küldeni.

4. A feladó bármilyen utánküldést megtilthat.

5. Minden csomagnak az első és bármilyen ezt követő utánküldéséért a következő díjakat lehet beszedni:

a/ a rendeltetési igazgatás belső szabályai által engedélyezett és a csomagoknak általában a rendeltetési országon belüli utánküldésére előírt díjakat; vagy,

b/ a 33.-37. cikkben hivatkozott díjakat, amelyek a továbbküldés folytán esedékesek a rendeltetési országon kívüli utánküldés esetében, és,

c/ az I. részben hivatkozott azokat a díjakat, amelyeknek törlését a rendeltetési igazgatás nem engedélyezi.

6. Az 5. bekezdésben jelzett és kirótt díjakat a címzettől lehet beszedni.

21. Cikk. Tévírányított és utánküldendő csomagok.

1. A feladó, vagy a továbbító igazgatás részéről történt tévedés következtében érkezett csomagot a helyes rendeltetési helyére annak az igazgatásnak, amelyhez a csomag érkezett, a legrövidebb úton kell utánküldenie.

2. Minden tévírányított csomagot légi úton kell utánküldeni.

3. A jelen cikk alkalmazásával utánküldött minden csomag után a helyes rendeltetési helyre történő továbbítás díja és a 20. Cikk 5. bekezdésében említett díjak és illetékek esedékesek.

4. Ezeket a díjakat és illetékeket a felvevő igazgatástól kell beszedni, amely igazgatás azonban azokat a feladótól beszedheti, ha a tévírányítás a feladó hibájának tudható be.

22. Cikk. A szolgálat felfüggesztése miatt feladóhoz történő visszaküldés.

A szolgálat felfüggesztése miatt a csomagnak a feladóhoz történő visszaküldése a 44. Cikk értelmében a felvevő igazgatás terhére nem jelent díjfelszámítást, bármely olyan csomagért, amelyet a felfüggesztési értesítés kézhezvétele előtt már továbbítottak.

III. Fejezet. Különleges rendelkezések

23. Cikk. Olyan csomagok, amelyeknek tartalma várhatóan gyorsan romlik, vagy tönkremegy.

Ha egy csomagnak a tartalma vagy annak egy része várhatóan gyorsan romlik, vagy tönkremegy, a tartalmat a jogosult javára azonnal el lehet adni, még a rendeltetési helyre történő továbbítás során, vagy a visszaküldés alkalmával, előzetes értesítés, vagy minden jogi eljárás nélkül. Ha az eladás bármely okból lehetetlen, a tartalmat meg kell semmisíteni.

24. Cikk. A csomag visszavétele; Címváltoztatás, vagy helyesbítés.

1. A csomag feladója, az Egyezménynek a csomagok visszavételére, a cím-változtatásra, vagy helyesbítésre vonatkozó kéréseket szabályozó rendelkezéseivel összhangban /melyeket a Lausanne-i Egyezmény 30. Cikke tartalmaz/, kérheti annak a felvevő hivatalhoz való visszaküldését, vagy kérheti a cím megváltoztatását, vagy helyesbítését, feltéve, hogy megfizeti a jelen Megállapodás 7. Cikke /e/ alpontja értelmében megállapított díjat.

2. Az ilyen kéréseket egy, mindegyik igazgatás által az ilyen kérések vételére speciálisan kijelölt hivatalhoz kell továbbítani.

3. Mindegyik igazgatásnak legalább egy ilyen hivatalt kell kijelölnie és fenntartania.

25. Cikk. Tudakozványok.

1. Mindegyik igazgatásnak fogadnia kell azokat a tudakozványokat, amelyek a saját területén belül élő valamely személy részére címzett csomagra vonatkoznak, s amelyeket a másik igazgatásnál adtak fel.

2. Tudakozványt csak a csomag feladását követő naptól számított 1 éven belüli határidőn belül lehet elfogadni.

3. Ha a tudakozvány több azonos osztályu és azonos időben ugyanannál a hivatalnál, azonos feladó által feladott, ugyan azon címzettnek szóló és azonos útvonalon küldött csomagra vonatkozik, a díjat csak egyszer kell beszédni.

4. Ha csak a feladó nem fizette meg teljes egészében a 7. Cikk /c/ alpontjában előírt kézbesítési értesítés díját, mindegyik tudakozvány maga után vonhatja a 7. Cikk /d/ alpontjában megállapított tudakozvány-díj beszédését.

III. Rész. Felelősség.

26. Cikk. A postaigazgatások felelősségének elve és mértéke.

1. a/ Az igazgatások nem felelnek közönséges csomag elveszéséért, kifosztásáért vagy sérüléséért.

b/ a 27. Cikkben említett esetek kivételével a postai igazgatások felelősek az értéknylvánítással ellátott csomag elveszéséért, kifosztásáért vagy sérüléséért.

2. Az értéknylvánítással ellátott csomagoknál a feladó /jelen Cikk 5. bekezdésében foglaltaktól függően/ kártalanításra jogosult, ami nem haladhatja meg az elveszett, ellopott, vagy sérült áruk /cikkek/ aranyfrankban kifejezett biztosított értékét; jelen Megállapodás értelmében nincs kártalanítás az elmaradt haszonért vagy más közvetett vagy következményes veszteségekért. Bármely megsérült biztosított áru /cikk/ esetében a kártalanítás korlátozható az áru /cikk/ kijavításához szükséges összegre.

3. Az olyan sérült áru /cikk/ esete kivételével, amelyet a pótlás költségénél olcsóbban teljes mértékben ki lehet javítani, a kártalanítást az azonos fajtájú árunak az értéknylvánítással ellátott csomag szállításra történt felvétele helyén és idejében aranyfrankra átszámított piaci ára alapján számítják ki; piaci ár hiányában a kártérítést az árunak ugyanezen alapon megállapított forgalmi értéke alapján számítják ki.

4. Amikor az értéknylvánítással ellátott csomag elveszéséért, kifosztásáért vagy teljes sérüléséért kártérítés jár, a feladónak a biztosítási díjon kívül joga van a fizetett díjak megtérítésére is.

5. A feladónak jogában áll a 2. bekezdésben leírt jogairól a címzett vagy egy harmadik személy javára lemondani. A lemondás meglétét állító félnek az ilyen lemondásról megfelelő írásos bizonyítékkal kell szolgálnia, mielőtt a kártérítést kifizetik.

27. Cikk. A postaigazgatások felelősség alóli mentesége az értéknylvánitással ellátott csomagokért.

1. Az igazgatások felelőssége megszűnik azokért az értéknylvánitással ellátott csomagokért, amelyeket a belföldi szabályaikban az ugyanolyan fajta küldeményekre előírt feltételek mellett kézbesítettek. A felelősség azonban továbbra is fennáll:

/a/ amikor a kifosztást vagy a sérülést az értéknylvánitással ellátott csomag kézbesítése előtt vagy a kézbesítéskor fedezi fel, vagy amikor azt a belföldi szabályok megengedik, a címzett vagy a feladó, ha a csomagot visszaküldik a feladási helyre, a kifosztott vagy sérült értéknylvánitással ellátott csomag átvételekor fenntartást tesz; vagy

/b/ amikor a címzett, vagy a feladási helyre való visszaküldés esetében a feladó, habár szabályszerű átvételi elismervényt adott, a kézbesítő igazgatásnak késedelem nélkül bejelenti, hogy kifosztást vagy sérülést tapasztalt és az igazgatásnak megnyugtatóan bebizonyítja, hogy a kifosztás vagy sérülés nem a kézbesítés után történt.

2. Az igazgatások nem felelősek:

/a/ az értéknylvánításos csomag elveszéséért, kifosztásáért, vagy sérüléséért:

/i/ erőhatalom esetében: annak az igazgatásnak, amelynek szolgálatában az elveszés, kifosztás vagy sérülés bekövetkezett, országa törvényei szerint döntenie kell arról, vajon az elveszés, kifosztás vagy sérülés erőhatalom esetével felérő körülményeknek tudható-e be; ezeket a körülményeket a felvevő igazgatással közölni kell, ha kéri; mindazonáltal a felvevő igazgatás továbbra is felelős, ha a 6. Cikk 2. bekezdés értelmében az erőhatalommal járó kockázat viselését vállalta;

/ii/ amikor az igazgatás a csomagról a hivatalos feljegyzések erőhatalom folytán történt megsemmisülése következtében nem tud számot adni, feltéve, hogy felelősségét másképpen nem bizonyították be;

/iii/ amikor a kárt a feladó hibája vagy mulasztása okozta, vagy az a csomag tartalma természetéből ered;

/iv/ olyan csomag esetében, melyet csalárd módon a tartalma valódi értékénél nagyobb összeggel biztosítottak;

/v/ amikor a feladó a 25. Cikk 2.bekezdésében előírt időszak alatt nem szólalt fel;

/b/ azért a csomagért, melyet a rendeltetési ország törvénye alapján lefoglaltak, s erről a felvevő igazgatást a 11. Cikk 2. bekezdésének megfelelően értesítették;

/c/ azért a csomagért, melyet az illetékes hatóság elkobzott vagy megsemmisített olyan csomag esetében, melynek tartalma a 11. Cikk 1/a/ és /c/ - /f/ bekezdéseiben meghatározott egy vagy több tilalom alá esik; vagy

/d/ tengeri vagy légi úton történő szállítás esetén, amikor az igazgatások tudatták, hogy nem tudnak felelősséget vállalni az általuk használt hajók, vagy légijárművek fedélzetén lévő értéknnyilvánításos csomagokért.

3. Amikor egy másik országból eredő vagy oda szóló értéknnyilvánítással ellátott csomagokra tranzit szolgálatokat biztosítanak, egyik igazgatás sem felel az ilyen tranzit csomagok elveszéséért, károsításáért vagy sérüléséért; mindazonáltal az igazgatások az ilyen csomagokra közös megegyezéssel levélváltás útján felelősséget vállalhatnak.

4. A felelősség az olyan értéknnyilvántással ellátott csomagokra, amelyeket a feladó vagy a címzett kérésére a rendeltetési igazgatás egy harmadik országba utánküld, a harmadik országtól behajtható kártérítésre korlátozódik.

5. A postaigazgatások nem felelősek a vámárunyilatkozatokért, bármilyen formában állítsák is elő azokat, sem pedig a vám elé állított csomagok vizsgálatánál a vámszolgálat által hozott határozatokért.

28. Cikk. A feladó felelőssége

1. A csomag feladója ugyanolyan határok között felelős, mint az igazgatások, azért a kárért, amelyet a szállításból kizárt tárgyak feladásával, vagy a felvételi feltételek be nem tartásával a többi postai küldeményben okoz feltéve, hogy az nem az igazgatások vagy a szállítók hibájának vagy mulasztásának következménye.

2. Az, hogy a felvevő hivatal ilyen csomagot elfogadott, nem mentesíti a feladót a felelősség alól.

3. Az az igazgatás, amely a feladó hibájának tulajdonítható kárt megállapítja, értesíti a felvevő igazgatást, amelynek feladata - adott esetben - a feladó ellen eljárást indítani.

29. Cikk. Az igazgatások közötti felelősség megállapítása

1. Az ellenkező bizonyításáig, a felelősség azt az igazgatást terheli, amely miután az értéknnyilvántással ellátott csomagot fenntartás nélkül átvette és a nyomozás lefolytatásához szükséges valamennyi előírt eszközzel ellátták, nem tudja bizonyítani a címzettnek való kézbesítést, vagy adott eset-

ben, egy másik igazgatásnak történt átadást.

2. Ha az elveszés, kifosztás vagy sérülés a szállítás során úgy keletkezik, hogy nem lehet megállapítani, hogy az melyik ország területén vagy szolgálatában történt, az igazgatások a kártérítés fizetését egyenlő arányban vállalják.

3. Ha a kifosztást vagy sérülést a rendeltetési igazgatás közvetlenül a beérkezés után, a csomag megvizsgálásakor fedezi fel, a felelősség a felvevő igazgatást terheli.

4. Ha az értéknnyilvánítással ellátott csomag elveszése, kifosztása vagy sérülése egy olyan közvetítő igazgatás területén vagy szolgálatában történt, amely nem fogad el értéknnyilvánítással ellátott csomagokat, vagy amely a veszteség értékénél kisebb összegű maximális biztosított értéket alkalmaz, a felvevő igazgatás viseli a közvetítő igazgatás által nem viselt veszteséget.

5. A kártérítés összegéig a kártérítést kifizető igazgatás lép a kártérítést átvevő személy jogaiba minden a címzett, a feladó, vagy harmadik személyek ellen foganatosítható visszakeresetben.

30. Cikk. A kártérítés kifizetése.

1. A felelős igazgatással szembeni visszakereseti jog fenntartásával, a kártérítés kifizetésének, valamint a díjak és illetékek visszatérítésének kötelezettsége vagy a felvevő igazgatást, vagy a 26. Cikk 5. bekezdésében említett esetben, a rendeltetési igazgatást terheli.

2. Ezt a fizetést minél előbb eszközölni kell, és legkésőbb, a felszólalás napját követő naptól számított hat hónapon belül.

3. Amikor a fizetésért felelős igazgatás az erőhatalomból eredő kockázat viselését nem vállalja, és amikor a fenti, 2. bekezdésben előírt határidő lejártáig nem történt döntés abban a kérdésben, vajon az elveszés, kifosztás vagy sérülés ilyen okoknak tulajdonítható-e, az igazgatás a kártérítés rendezését kivételesen e határidőn túlra is elhalaszthatja, de a halasztás nem haladhat meg hat további hónapot.

4. A felvevő-, vagy adott esetben, a rendeltetési igazgatásnak jogában áll a jogosult felszólalót a másik igazgatás helyett kártalanítani, amely, habár szabályszerűen tájékoztatták, öt hónap alatt sem rendezte véglegesen az ügyet, avagy nem értesítette a felvevő-, vagy adott esetben a rendeltetési igazgatást arról, hogy az elveszés, kifosztás vagy sérülés erőhatalomnak tulajdoníthatónak látszott.

31. Cikk. A kártérítést kifizető igazgatás kártalanítása.

1. A fizetésért felelős igazgatásnak, vagy amely helyett a fizetést eszközlik, a kifizetést eszközző igazgatás részére meg kell térítenie a jogos felszólalónak ténylegesen kifizetett kártérítés összegét; ezt a fizetést a kifizetésről szóló értesítés feladásától számított négy hónapon belül kell teljesíteni.

2. A kártérítés kifizetése után a fizető igazgatás azonnal értesíti a felelős igazgatást a kifizetés napjáról és az eszközölt kifizetés összegéről. A fizető igazgatás ennek a kártérítésnek a megtérítését csak egy évi határidő alatt kérheti. Ez a határidő a fizetésre vonatkozó közlés elküldésének vagy a 30. cikk 4. pontjában megállapított határidő lejártának napjától számít.

32. Cikk. A kártérítésnek a feladótól vagy a címzettől történő visszakövetelési lehetősége.

1. Ha a kártérítés kifizetése után egy korábban elveszettnek tekintett csomag vagy annak egy része megkerül, e tényről azt a személyt, akinek a kártérítést kifizették, értesíteni kell és közölni kell vele, hogy azt az általa felvett kártérítési összeg visszafizetése ellenében háromhónapos határidőn belül átveheti, vagy ha a csomag biztosított tartalma megsérült, a kártérítési összeg visszafizetése ellenében, levonva belőle a szükséges javítások kifizetéséhez szükséges összeget.

2. Ha a feladó vagy a címzett az előkerült csomagot vagy a csomag egy részét a teljes kártérítési összeg vagy annak egy részének visszafizetése ellenében átveszi, ezt az összeget egy éven belül a veszteséget viselő igazgatás részére vissza kell téríteni.

3. Ha a kártalanított személy nem veszi át a csomagot, az a veszteséget viselő igazgatás tulajdonába megy át.

IV. Rész. Az igazgatásoknak járó díjak.

33. Cikk. Végdíjak.

1. A csomagok légi vagy felületi eszközökkel történő kicserélésében mindegyik igazgatásnak joga van ahhoz, hogy a másik igazgatástól végdíjat szedjen be azokért a költségekért, amelyek nála a felelőssége alá tartozó területeken belüli címekre szóló csomagok felületi szállításával, feldolgozásával és kézbesítésével kapcsolatosan merülnek fel.

2. A végdíjat egyetlen díj formájában kell megállapítani, kilogrammonként aranyfrankban kifejezve.

3. A végdíjat a fogadó igazgatáson belüli címekre szóló valamennyi csomag bruttó súly-kilogrammjára alkalmazni kell.

4. A végdíjat a Részletes Szabályzat 130. cikkében előírtak szerint kell kiszámítani.

5. A fentiekben előírt végdíjon kívül az Egyesült Államok postaszolgálatára pótdíjat szedhet be a másik igazgatástól érkező azon csomagokért, amelyek az Egyesült Államok 48 összefüggő állama egyikének valamely kicserélő hivatalába érkezőnek be, és amelyeket felületi úton szállítanak azokra a területekre, ahol az Egyesült Államok postaszolgálatára felel a postacsomag-szolgálat ellátásáért a 48 összefüggő államon kívül.

6. A pótdíj aranyfrank kilogrammonként és valamennyi olyan érkező csomag bruttó súly-kilogrammjára alkalmazandó, amelyek az ilyen területekre szólnak.

34. Cikk. Szárazföldi átszállítási díjak.

1. A Részletes Szabályzat 131. Cikkében foglaltaknak megfelelően mindegyik igazgatás szárazföldi átszállítási díjat állapít meg a másik igazgatás tranzit csomagjainak szárazföldi úton történő szállítására.

2. Az átmenő díjat aranyfrankban kifejezett, meghatározott díj/kilogrammban kell megállapítani, amely az egyes zárlatokban elhelyezett ilyen tranzit csomagok teljes bruttó súlyára alkalmazandó.

3. A szárazföldi átszállítási díjat a felvevő igazgatás fizeti.

35. Cikk. Tengeri díjak.

1. A Részletes Szabályzat 132. Cikkében foglaltaknak megfelelően mindegyik igazgatás tengeri díjat állapít meg a másik igazgatás tranzit csomagjainak tengeri úton történő szállítására.

2. A tengeri díjat aranyfrankban kifejezett, meghatározott díj/kilogrammban kell megállapítani, amely azon csomagok teljes bruttó súlyára alkalmazandó, amelyek részére tranzit tengeri szolgálatot biztosítanak.

3. A tengeri díjat a felvevő igazgatás fizeti.

36. Cikk. A végdíjak, a szárazföldi átmenő- és tengeri díjak módosítása.

1. A 33., 34. és 35. cikkekben megállapított vég-, szárazföldi átszállítási és tengeri díját mindegyik igazgatás módosíthatja, ha az üzemeltetési költségek emelkedése következtében ilyen emelésre szükség van.

2. Az alkalmazhatóság érdekében, az ilyen díjmódosításnak:

/a/ összhangban kell lennie a Részletes Szabályzat 130.-132. Cikkeiben a díjak megállapítására vonatkozó szabályozó rendelkezésekkel;

/b/ a módosítást legalább 3 hónappal előre közölni kell a másik igazgatással;

/c/ a módosításnak legalább egy évig érvényben kell maradnia.

37. Cikk. Légiszállítási díjak.

1. Mindegyik rendeltetési igazgatásnak joga van a másik igazgatás által indított csomagok légiszállításáért járó légiszállítási díjak megtérítésére az UPU Postacsomag Megállapodás légiszállítási díjakat szabályozó rendelkezéseinek megfelelően megállapított díjjal /jelenleg a Lausanne-i Postacsomag Megállapodás 52. Cikkében foglaltak alapján/.

2. A másik igazgatástól érkező azon csomagokért, amelyek az Egyesült Államok 48 összefüggő állama egyikének kicserélő hivatalába érkeznek be és amelyeket légi uton szállítanak azokra a területekre, amelyeken az Egyesült Államok postaszolgálat felel a postacsomag-szolgálat ellátásáért a 48 összefüggő államon kívül, az Egyesült Államok postaszolgálat légiszállítási pótdíjat szedhet be a másik igazgatástól az ilyen területekre történő légiszállítással kapcsolatos tényleges pótlólagos távolság alapján, az UPU Postacsomag Megállapodás légiszállítási díjakat szabályozó rendelkezéseinek megfelelően megállapított díj alkalmazásával /jelenleg a Lausanne-i Postacsomag Megállapodás 52. cikkében foglaltak alapján/.

V. Rész. Vegyes rendelkezések.

38. Cikk. Az egyezmény alkalmazása.

Minden, a jelen Megállapodás vagy annak Részletes Szabályzata által kifejezetten nem szabályozott esetben, ahol helyénvaló, - analógia alapján - az Egyezményt, vagy annak Végrehajtási Szabályzatát kell alkalmazni.

39. Cikk. Tranzit csomagok.

1. Mindegyik igazgatás tranzit szolgáltatot biztosít bármely ország felé vagy országból, amellyel csomagokat cserél, a másik igazgatáshoz szőlő, vagy onnan eredő csomagokra.

2. Mindegyik igazgatás jegyzéket küld azokról az országokról, amelyek részére tranzit szolgáltatot biztosít.

40. Cikk. Egyéb pótlólagos díjak, díjtételek és illetékek kizártsága.

Az igazgatások csak a jelen Megállapodásban előírt díjakat, díjtételeket és illetékeket szedhetik be.

41. Cikk. A szolgálat ideiglenes felfüggesztése.

Amennyiben rendkívüli körülmények indokolják, bármelyik igazgatás ideiglenesen felfüggesztheti a postacsomag szolgálatot, feltéve, hogy az ilyen felfüggesztésről a másik igazgatást azonnal értesíti.

42. Cikk. Részletes Szabályzat.

1. Jelen Megállapodás végrehajtásának részleteit a Részletes Szabályzat szabályozza.

2. A Részletes Szabályzat rendelkezései az igazgatások közös megegyezésével írásbeli úton módosíthatók.

43. Cikk. Döntőbiróság

Az igazgatások között a jelen Megállapodás értelmezésével vagy alkalmazásával kapcsolatban felmerülő bármely olyan vitát, melyet az igazgatások kölcsönös megelégedésére nem lehet rendezni, döntőbiróság útján kell rendezni az Egyetemes Postaegyesület Általános Szabályzata akkor érvényes döntőbirósági eljárásának megfelelően, amikor az egyik igazgatás a vitát döntőbiróság elé viszi.

44. Cikk. Kiegészítő szabályok és rendelkezések

Mindegyik igazgatásnak joga van olyan végrehajtási szabályokat és rendelkezéseket alkalmazni a forgalom belföldi lebonyolítására, amelyek nem ellentétesek jelen Megállapodással vagy annak Részletes Szabályzatával.

VI. Rész. Zárórendelkezések

45. Cikk. A Megállapodás hatályba lépése és érvényességének tartama

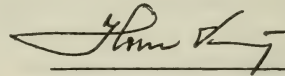
1. Jelen Megállapodás rendelkezéseit ideiglenesen attól a naptól kezdődően kell alkalmazni, amelyen a két igazgatás meghatalmazott képviselői aláírták.

2. Ez a Megállapodás azon a napon lép hatályba, amelyen a ratifikációjára, vagy jóváhagyására vonatkozó levélváltás megtörtént.

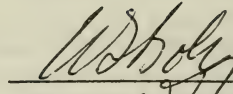
3. Ez a Megállapodás azt a napot követő 6 hónap múlva szűnik meg, amelyen az igazgatások bármelyike a másikat értesíti a megszűnésről.

Készült két példányban angol ^{/és magyar} nyelvén és aláírták Washington, D.C.-ben 1979. május hó 11. napján.

A Magyar Népköztársaság részéről:


postavezérigazgató

Az Amerikai Egyesült Államok részéről:


postavezérigazgató

A MAGYAR NÉPKÖZTÁRSASÁG
ÉS AZ
AMERIKAI EGYESÜLT ÁLLAMOK
KÖZÖTTI
POSTACSOMAG MEGÁLLAPODÁS
RÉSZLETES SZABÁLYZATA

Bevezetés

Alulírottak, a rájuk ruházott hatáskör értelmében a következő Részletes Szabályzatot dolgozták ki a Magyar Népköztársaság és az Amerikai Egyesült Államok közötti Postacsomag Megállapodás végrehajtására.

I. Fejezet Bevezető rendelkezések101. cikk. Az igazgatások által szolgáltatandó tájékoztatások

1. Mindegyik igazgatás írásban közli a másik igazgatással:
 - a/ a vámszabályokra és egyéb szabályozásokra vonatkozó szükséges tájékoztatásokat, valamint az érkező és átmenő csomagokra országa területén és azokon az egyéb területeken érvényben lévő tilalmakat és korlátozásokat, amelyek postacsomag szolgáltatást ellátja;
 - b/ a csomagok szállítására vonatkozó jogszabályok és szabályozások rendelkezéseinek kivonatát;
 - c/ a Megállapodás 3. cikkében említett díjakat és illetékeket; és
 - d/ a Megállapodás 33-37. cikkeiben meghatározott díjakat és követeléseket.

2. Az 1. bekezdésben említett tájékoztatásokban beálló minden változást azonnal közölni kell írásban a másik igazgatással.

II. Fejezet Csomagok kezelése a felvevő hivatalnál

Általános elfogadási és feladási feltételek

102. cikk. A feladó és a címzett címe

1. Ahhoz, hogy felvételre elfogadják, minden csomagon fel kell tüntetni latin betűkkel és arab számokkal - magán

a csomagon vagy egy erősen hozzáerősített címkén - a címzett és a feladó teljes címét. Ceruzával írt címzés nem megengedett.

2. A felvevő hivatalnak ajánlania kell a feladónak, hogy minden csomagban helyezzen el címmásolatot saját és a címzett címéről.

103. cikk. Általános csomagolási feltételek

1. Minden csomagot a tartalom súlyának, alakjának és fajtájának, valamint a szállítás módjának és időtartamának megfelelően kell csomagolni és lezárni.

2. Minden csomagot úgy kell becsomagolni és lezárni, hogy ne jelentsen veszélyt, ha bármilyen olyan cikket tartalmaz, amely sérülést okozhat a kezelésével foglalkozó dolgozóknál, vagy pedig beszennyezhet vagy kárt tehet bármely más csomagban, vagy a postai berendezésekben.

3. Minden csomag csomagolásán, vagy burkolatán elegendő helynek kell lennie a szolgálati jelzések, valamint a bélyegek és ragjegyek felragasztása számára.

104. cikk. Különleges csomagolás

Minden csomagot, amely a következő anyagok valamelyikét tartalmazza, az alábbiak szerint kell csomagolni:

/a/ Az üvegárukat és egyéb törékeny tárgyakat párnázó anyaggal kell körülvenni a szállítás során fellépő ütések és rázkódások felfogására és elosztására és hogy megakadályozzák a tárgyak egymás közötti, valamint a tárgyak és a csomagolás oldalai közötti érintkezést, s azokat fém-, fa-, erős műanyag-, vagy erős rostlemez-dobozba kell csomagolni. A tárgyakat közvetlenül burkoló párnázó anyagnak puha, kis fajsúlyu anyagnak kell lennie - mint pl. a vatta, krepp tömítés -

sűrűbb szerkezetű, nagyobb fajsúlyu anyaggal együttesen használva, mint pl. fröccsvágott hullámrostlemez, gumival bevont szálak, vagy habszivacs, amely a tárgyakat a burkolat egyes oldalaitól legalább 5 cm távolságra tartja.

/b/ Folyadékokat és olyan anyagokat, amelyek könnyen folyékonnyá válnak, két tartályban kell elhelyezni. A belső tartálynak üvegnek, palacknak, vagy egyéb tökéletesen légmentes tartálynak kell lennie. A külső tartálynak különleges fém-, fa-, erős műanyag-, vagy erős hullámrostlemez-doboznak kell lennie, amely elegendő fűrészport, vattát, vagy más megfelelő védőanyagot tartalmaz a folyadék felszívására a belső tartály eltörése esetén.

A doboz tetejét úgy kell rögzíteni, hogy ne lazulhasson meg könnyen.

/c/ Száraz színező /poralaku/ anyagok csak tökéletesen, légmentes fémdobozokban fogadhatók el, amelyeket viszont fa-, erős műanyag-, vagy erős hullámrostlemez-dobozban helyeznek el, fűrészporral, vagy valami más nedvszívó- és védőanyaggal a két tartály között.

/d/ Száraz nem színező /poralaku/ anyagokat fém-, fa-, erős műanyag-, vagy hullámrostlemez-tartályokban kell elhelyezni; ezeket a tartályokat magukat az említett anyagok valamelyikéből készült dobozban kell elhelyezni.

105. cikk. A feladók által teljesítendő formalitások

1. Minden csomagot vámárnyilatkozatnak kell kísérnie C2/CP3 sz. UPU űrlap, vagy hasonló űrlap formájában. A vámárnyilatkozatot tartósan a csomaghoz kell erősíteni. Ezenkívül minden csomaghoz mellékelni kell egy CP2 mintájú vagy ahhoz hasonló szállítólevelet.

2. Minden csomag tartalmát részletesen jelezni kell a vámárnyilatkozaton.

3. Bár az igazgatások nem vállalnak felelősséget a vámárnyilatkozatok pontosságáért, tájékoztatniuk kell a feladókat e nyilatkozatok kitöltésének helyes módjáról.

4. A feladónak jeleznie kell a csomagon és a szállítólevélen, hogy a csomagot hogyan kell kezelni kézbesíthetőség esetében, a Megállapodás 14. cikkében foglaltak alapján.

106. cikk. A felvevő hivatal által teljesítendő formalitások

A felvevő hivatal felelős azért, hogy minden csomagon jelezze a feladás napját és a felvevő hivatal nevét.

107. cikk. Értéknyilvántással ellátott csomagok

Minden értéknyilvántással ellátott csomagnak a következő különleges szabályoknak kell eleget tennie a csomagolást illetően:

/a/ A csomagot megfelelő módon kell lepecsételni, amely alkalmas bármilyen hamisítási nyom felfedésére.

/b/ A pecsételésnél használt anyagokat, valamint - adott esetben - az egyes értéknyilvántással ellátott csomagokra erősített, vagy ragasztott címkéket a postabélyegzéseket úgy kell elhelyezni, hogy azok ne takarhassák el a burkolat semmilyen sérülését; a címkéket és postabélyegeket nem szabad a csomagolás egyik oldaláról a másikra áthajtani úgy, hogy annak élet elfedje.

/c/ A csomagot és a szállítólevelet olyan bélyegző lenyomattal vagy címkével kell ellátni, amely tartalmazza a csomag ragszámát,

és nagybetűkkel az "INSURED", vagy "VALEUR DÉCLARÉE" szavakat; a bélyegző lenyomatot, vagy a címét a csomagon ugyanazon az oldalon, a címhez közel kell elhelyezni.

/d/ Az értéknnyilvánítás összegét a felvevő ország pénznemében kell kifejezni, és a csomagra latin betűkkel és arab számokkal kell feljegyezni.

/e/ Az értéknnyilvánítás összegét a felvevő hivatalnak aranyfrankra kell átszámítania; az átszámítás eredményét a felvevő ország pénznemében kifejezett érték mellett, vagy alatt kell számokkal jelezni.

108. cikk. Hamis értéknnyilvánítás

Amikor bármilyen fajta körülmény folytán a csomag tartalmának tényleges értékénél magasabb, hamis értéknnyilvánítás derül ki, a felvevő igazgatást amilyen gyorsan csak lehetséges értesíteni kell.

109. cikk. Egyéb formalitások

1. Minden légi csomagon és a szállítólevélen fel kell tüntetni az "AIR MAIL", vagy "PAR AVION" szavakat.

2. Minden olyan értéknnyilvánítással ellátott csomagon és a szállítólevélen, amelynél a feladó kézbesítési értesítést kér a feladáskor, nagyon feltűnően szerepelnie kell az "ADVICE OF DELIVERY", "AVIS DE RÉCEPTION", "RETURN RECEIPT REQUESTED" jelzés egyikének, vagy az "A.R." bélyegző lenyomatának. A felvevő hivatalnak C5 sz. UPU űrlapot, vagy hasonló űrlapot kell egy példányban kiállítania, amely minden értéknnyilvánítási csomagot kísér.

3. Minden szolgálati csomagon és szállítólevélen "SERVICES DES POSTES" vagy hasonló feljegyzést kell feltüntetni.

110. cikk. ViSSZavétel; címváltozás

1. A csomagra vonatkozó visszavételi, vagy címváltoztatási kérelmet az Egyezmény Végrehajtási Szabályzatának a visszavételt és címváltozást szabályozó rendelkezéseinek megfelelően kell kezelni /amelyek jelenleg a Lausanne-i Egyezmény Végrehajtási Szabályzatának 140. és 141. cikkében szerepelnek/.

2. Minden, értéknnyilvánítással ellátott csomag címváltoztatására vonatkozó távirati uton közölt kérelmet postai uton, az első rendelkezésre álló zárlatban meg kell erősíteni. A megerősítő kérelmet a levélpostai küldemények címváltoztatási kérelmének használt C7 sz. UPU űrlapon, vagy hasonló űrlapon kell elkészíteni; azon színes ceruzával aláhuzva fel kell tüntetni a "CONFIRMATION OF THE TELEGRAPHIC REQUEST OF THE..." a "CONFIRMATION DE LA DEMANDE TÉLÉGRAPHIQUE DU..." megjegyzést; és csatolni kell hozzá a küldemény burkolatának vagy címének pontos másolatát.

III. Fejezet Csomagok kezelése a kicserélő hivatalokban111. cikk. Átmenő csomagok irányítása

Minden igazgatás a saját csomagjai számára használt utirányokon és szállítási eszközökön továbbítja mindazokat a csomagokat, amelyeket a másik igazgatás a területén történő átszállításra adott át neki.

112. cikk. Kicserélő hivatalok; továbbítási módszer

1. A csomagzárlatok kicserélését az egyes igazgatások által kijelölt kicserélő hivatalok végzik.

2. Mindegyik igazgatás kijelöli a szolgálatban résztvevő kicserélő hivatalokat és közli a másik igazgatással minden ilyen kicserélő hivatal megnevezését.

3. Minden igazgatás a másik igazgatásnak legalább három hónappal előre írásos értesítést küld kicserélő hivatalai új, vagy pótlólagos kijelöléséről.

4. A csomagokat általában lezárt zárlatban kell kicserélni.

5. Az átmenő csomagokat lezárt zárlatban kell továbbítani, hacsak az igazgatások nem állapodnak meg abban, hogy "A DÉCOUVERT" átmenő csomag-kicserélést bonyolítanak le.

113. cikk. Csomagrovatlapok

1. Minden, felületi uton továbbítandó csomagzárlatnál a teljes nettó kilogrammsúlyt az indító kicserélő hivatalnak be kell írnia a CP11. sz. UPU űrlapnak megfelelő csomagrovatlapba, vagy egy hasonló űrlapba. A légicsomagoknál az indító kicserélő hivatalnak ugyanezeket az adatokat kell jeleznie a CP20 sz. UPU űrlapnak megfelelő "légi csomagrovatlapon" vagy hasonló űrlapon.

2. Az értéknnyilvántatással ellátott csomagokat külön csomagrovatlapon kell felsorolni.

3. A visszaküldött csomagok külön csomagrovatlapon sorolhatók fel.

4. Minden csomagrovatlapot az egyes indító kicserélő hivataloknak éves sorszám alapján meg kell számozniok az év utolsó sorszámát jelezni kell a következő év első csomagrovatlapján. Tengeri vagy légiszállítás esetében a postanyagot szállító hajó, vagy légitársaság nevét jelezni kell a csomagrovatlapon.

5. Minden értéknnyilvántatással ellátott csomagot, visszaküldött csomagot "A DÉCOUVERT" átmenő csomagot, vagy

utánküldött csomagot tételesen kell beírni a csomagrovatlapba. Az értéknnyilvántatással ellátott csomagoknál a rovatolásban jelezni kell a ragszámot. Minden utánküldött, vagy visszaküldött csomag rovatolásánál a megjegyzés rovatban "REDIRECTED" vagy "RÉEXPÉDIÉ", vagy "RETURNED", vagy "RETOUR" megjelölést kell írni. Minden, teljes mértékben előre bérmentesített utánküldött csomagot azonban úgy kell rovatolni, mintha közvetlenül az utánküldő igazgatástól származna. Átmenő csomagoknál a rendeltetési ország nevét fel kell tüntetni a rovatlap "Megjegyzés" rovatában.

6. Az indító igazgatásnak a másik igazgatás közvetítésével továbbított lezárt átmenő zárlatokról csomagrovatlapot kell kiállítania, amely jelzi az átmenő csomagok teljes bruttó súlyát kilogrammokban, és amelynek másolatát légi uton meg kell küldeni ezen igazgatás átvevő kicserélő hivatalához.

7. Az egyes zárlatokhoz tartozó zsákok darabszámát jelezni kell a csomagrovatlapon.

114. cikk. Zárlatok továbbítása

1. Lezárt zárlatokban történő rendes továbbítási körülmények esetében a zsákokat az Egyezmény Végrehajtási Szabályzatának rendelkezéseiben a zárlatok készítésére és zsákfüggvénnyel való ellátására vonatkozóan a levélzsákokra előírt módon kell megjelölni lezárni és zsákfüggvénnyel ellátni, amelyek jelenleg /a Lausanne-i Egyezmény Végrehajtási Szabályzat 149. cikk. 3. és 4. bekezdésében és a 155. cikk 1, 6. és 7. bekezdésében szerepelnek/, a következő különleges rendelkezések fenntartásával:

/a/ a zsákfüggvényeknek okkersárga színűnek kell lenniök;

/b/ azoknál a tartályoknál, amelyek nem zsákok, más, különleges lezárási módok alkalmazhatók, feltéve, hogy a tartalomnak kellő védelmet nyujtanak; és

/c/ azoknak a lezárt zsákoknak a zsákfüggvényén, vagy címében, amelyek légi csomagokat tartalmaznak, szerepelnie kell az "AIR MAIL", vagy "PAR AVION" megjelölésnek.

2. Az értéknnyilvántással ellátott csomagokat általában külön zsákokban kell továbbítani. Amikor ugyanabban a zsákban továbbítanak értéknnyilvántás nélküli és értéknnyilvántással ellátott csomagokat, az értéknnyilvántással ellátott csomagokat egy megfelelően lepecsételt belső zsákba kell helyezni. Minden olyan zsákot, amely értéknnyilvántással ellátott csomagokat tartalmaz - akár egyedül, akár értéknnyilvántás nélküli csomagokkal együtt - "V" betűvel kell megjelölni.

3. A csomagot tartalmazó egyes zsákok súlya nem haladhatja meg a 30 kilogrammot.

4. Minden igazgatásnak tájékoztatnia kell a másik igazgatást levelezés útján a szolgálata által kért csomag rovatlap példányszámról és továbbítási módszerről.

115. cikk. Zárlatok átadása

1. Minden felületi csomagzárlatot C18. sz. UPU űrlapnak megfelelő átadójegyzéknek, vagy hasonló űrlapnak kell kísérnie.

2. Minden zárlatot jó állapotban kell átadni. Nem utasítható vissza azonban zárlat sérülés, vagy kifosztás miatt.

3. Minden légi csomagzárlatot az AV7 sz. UPU űrlapnak megfelelő légipostai átadójegyzéknek, vagy hasonló űrlapnak kell kísérnie az Egyezmény Végrehajtási Szabályzatának az AV7 átadójegyzékek használatát szabályozó rendelkezéseknek megfelelően /amelyek jelenleg a Lausanne-i Egyezmény Végrehajtási Szabályzatának 188. cikkében szerepelnek/.

116. cikk. Zárlatok ellenőrzése a kicserélő hivatalokban

1. Minden kicserélőhivatalnak, amely zárlatot vesz át, azonnal ellenőriznie kell minden zsákot és annak lezárását. Ellenőriznie kell a zárlathoz tartozó és az átadójegyzékben szereplő zsákok eredetét és rendeltetését, valamint a csomagokat és az azokat kísérő különböző okiratokat.

2. Az értéknnyilvántartással ellátott csomagok zsákjának felbontásakor a lezárásra használt összetevő részeket /pecsét, zsákfüggvény, stb./ együtt kell tartani.

3. Amikor a másik számára közvetítőként eljáró igazgatásnak egy zárlatot át kell csomagolnia, ellenőriznie kell a tartalmat, ha úgy véli, hogy az nem maradt sértetlen. CPL3 sz. UPU űrlapon, vagy hasonló űrlapon ilyenkor leletjelentést kell kiállítania. E leletjelentésnek egy példányát annak a kicserélő hivatalnak kell megküldeni, amelytől a zárlatot kapta, egy példányt a felvevőhivatalhoz kell küldeni, egy példányt pedig az átcsomagolt zárlatban kell elhelyezni. Leletjelentést kell használni a zárlat, vagy az ahhoz tartozó egy, vagy több zsák elveszésének, vagy bármely más szabálytalanságnak jelzésére is.

4. Ha a rendeltetési kicserélő hivatal a csomagrovatlapon hibát, vagy kihagyást fed fel, azonnal át kell vezetnie a szükséges javítást, ügyelve arra, hogy oly módon huzza ki a helytelen beírást, hogy az eredeti beírás olvasható maradjon. A javítást két dolgozó jelenlétében kell végezni. Hacsak nincs nyilvánvaló tévedés a javításban, azt kell elfogadni, az eredeti bejegyzéssel szemben. A kicserélő hivatalnak akkor is rutinellenőrzést kell végeznie, ha egy zsák, vagy annak lezárása olyan gyanúra adhat okot, hogy a tartalom nem maradt sértetlen, vagy valami egyéb rendellenesség történt. Minden megállapított szabálytalanságot, valamint egy zárlat, vagy a hozzá tartozó egy, vagy több zsák elveszését, vagy egy csomagrovatlap elveszését hala-

déktalanul jelezni kell az indító kicserélő hivatalnak két példányban kiállított leletjelentésen. Ha a zárlatot egy közvetítő kicserélő hivataltól kapták, e leletjelentés egy példányát meg kell küldeni ennek a kicserélő hivatalnak is. Ha rovatlap hiányzik, az átvevő kicserélő hivatalnak ezen felül új rovatlapot kell kiállítania, amelynek másolatát meg kell küldenie az indító kicserélő hivatalnak, amelytől a zárlatot kapta.

5. Minden leletjelentést és másolatát ajánlott levélként, a leggyorsabb útvonalon kell továbbítani. Amikor az átvevő kicserélő hivatal nem küld leletjelentést az első rendelkezésre álló zárlattal az ellenkező bizonyításáig úgy kell tekinteni, hogy a zsákokat és csomagokat jó állapotban vették át.

6. Annak a kicserélő hivatalnak, amelynek leletjelentést küldtek, azt a lehető leggyorsabban vissza kell küldenie, miután megvizsgálta és jelezte rajta észrevételeit, ha ilyenek vannak. A visszaküldött leletjelentést csatolni kell ahhoz a csomagrovatlaphoz, amelyre vonatkozik. Olyan helyesbítés, amelyet nem támaszt alá okirati bizonyíték, nem tekinthető érvényesnek. Ha a leletjelentéseket elküldésük keltétől számított kéthavi határidő alatt nem küldik vissza a kiállító hivatalhoz, azok az ellenkező bizonyításáig úgy tekintendők, mint amelyeket elfogadtak azok a hivatalok amelyekhez intézve voltak.

7. Bármilyen rendellenességnek az ellenőrzés során történő felfedése sem adhat okot a csomag visszaküldésére, azal a kivétellel, ha a Megállapodás 11. cikkében előírt súly- és mérethatárokat meghaladó csomagok visszaküldhetők, ha a rendeltetési igazgatás szabályai így rendelkeznek.

117. cikk. Eltérések a csomagok vagy zárlatok sulyadataiban

Amikor egy igazgatás eltérést állapít meg a másik igazgatástól kapott rovatlapba bejegyzett csomag, vagy zárlat sulyában, az átvevő igazgatás által helyesbített suly érvényes.

118. cikk. Olyan rendellenességek jelzése, amelyekért az igazgatások felelőssé tehetők

A kicserélő hivatal, amely zárlat érkezésekor egy, vagy több csomag hiányát, kifosztását, vagy sérülését tapasztalja, az alábbiak szerint jár el.

/a/ A leletjelentésen, amilyen részletesen csak lehet, jeleznie kell, hogy milyen állapotban találta a zárlat külső burkolatát. Hacsak ez megállapított ok miatt nem lehetséges, a zsákot, zsineget, ölmot, vagy más pecsétet, és a zsákfüggvényt érintetlenül kell hagyni az ellenőrzés napjától számitott hat hét leteltéig, és meg kell küldeni az indító igazgatásnak, ha az ezt kéri.

/b/ A kicserélő hivatalnak azonkívül a leletjelentés másolatát meg kell küldeni a legutolsó közvetítő kicserélő hivatalnak - ha ilyen van - ugyanakkor, amikor az indító kicserélő hivatalnak.

119. cikk. Sérült, vagy elégtelenül csomagolt csomag átvétele a kicserélő hivatalnál

1. A kicserélő hivatalnak, ha sérült, vagy elégtelenül csomagolt csomagot kap, azt továbbítani kell, miután - ha szükséges - átcsomagolta; amennyire csak lehetséges, megőrizve az eredeti csomagolást, címet és címkéket. A csomag átcsomagolás előtti és utáni súlyát jelezni kell a csomag új burkolatán, a következő megjegyzés kíséretében "REPACKED AT...", vagy "REMBALLÉ A..."; a csomagot az átcsomagoló kicserélő hivatal keletbélyegző lenyomatával kell ellátni, és azon az átcsomagolást végző dolgozók aláírását kell alkalmazni.

2. Ha egy csomag állapota olyan, hogy tartalma kihullhat, vagy megsérülhet, vagy ha egy csomag olyan súlyeltérést mutat, amelyből arra lehet következtetni, hogy tartalmának egy

része, vagy teljes egésze kihullott, az átvevő kicserélő hivatalnak azt ki kell nyitnia és ellenőriznie kell a tartalmát. Az ellenőrzés eredményéről az indító kicserélő hivatal CP14 sz. UPU űrlapon, vagy hasonló űrlapon értesíteni kell, amelynek másolatát a csomaghoz kell csatolni.

120. cikk. Sommásan továbbított csomagzárlatok ellenőrzése

1. A 116., 118. és 119. cikkek rendelkezéseit csak kifosztott és sérült csomagokra és a csomagrovatlapokba tételesen beírt csomagokra kell alkalmazni. A többi küldeményt csak sommásan kell ellenőrizni.

2. Amikor egy kicserélő hivatal eltérést állapít meg a csomagrovatlapban megadott értéknnyilvánítással ellátott csomagok darabszáma és a zárlatban talált értéknnyilvánítással ellátott csomagok darabszáma között, leletjelentést kell készítenie az értéknnyilvánítással ellátott csomagok teljes darabszámának helyesbitésére.

121. cikk. Tévirányítva érkezett csomag utánküldése

1. Az utánküldő igazgatásnak leletjelentésben értesítenie kell minden tévirányítva érkezett csomagról azt az igazgatást, amelytől a csomagot kapta.

2. Az utánküldő igazgatásnak minden, tévirányítva érkezett csomagot úgy kell kezelnie, mintha "A DÉCOUVERT" átmenő csomagként érkezett volna. A tényleges rendeltetési igazgatás és - ha van - a csomag utánküldésében résztvevő átmenő igazgatások javára kell írnia a megfelelő szállítási díjakat. Az utánküldő igazgatásnak ilyenkor törekednie kell arra, hogy a tévirányított csomagok utánküldéséért járó, Megállapodás 19. cikk. 5. bekezdésében meghatározott díjakat attól az igazgatástól szedje be, amely a csomagot tévirányította.

122. cikk. Üres zsákok visszaküldése

1. Minden igazgatásnak biztosítania kell a csomagzárlatai számára szükséges zsákokat; minden zsákon jelezni kell, hogy kinek a tulajdona.
2. Az üres zsákokat az egyik zsákban összekötegetve vissza kell küldeni a következő zárlattal annak az igazgatásnak, amelyhez tartoznak; ha lehetséges, eredeti továbbítási utvonalon.
3. Az üres zsákokat mindig díjmentesen kell visszaküldeni.
4. Egyébként, az üres zsákok visszaküldésénél az Egyezmény Végrehajtási Szabályzatának az üres zsákok visszaküldésére vonatkozó rendelkezéseit kell alkalmazni /amelyeket jelenleg a Lausanne-i Egyezmény Végrehajtási Szabályzatának 161. cikke tartalmaz/.

IV. Fejezet Csomagok kezelése a rendeltetési hivatalnál123. cikk. Kikötések a kifosztott, vagy sérült csomagok kézbesítésénél

1. A Megállapodás 26. cikk 1/a/ alpontjában meghatározott esetekben a rendeltetési hivatalnak a CPL4 sz. UPU űrlapon, vagy hasonló űrlapon jegyzőkönyvet kell felvennie a bizottsági ellenőrzésről, és azt a címzettnek alá kell iratni. A jegyzőkönyv egy példányát át kell adni a címzettnek, vagy - ha a küldeményt nem fogadja el, vagy utánküldik - a csomaghoz kell csatolni. Egy példányt annak az igazgatásnak kell megtartania, amely a jegyzőkönyvet felvette.

2. Az 1. bekezdésben meghatározott eljárás szerint kezelt csomagot vissza kell küldeni a feladónak, ha a címzett visszautasítja a jegyzőkönyv aláírását.

124. cikk. Tértivevény kezelése tértivevényes, értéknnyilvántással ellátott csomag kézbesítése után

Közvetlenül a tértivevényes csomag kézbesítése után a rendeltetési hivatalnak megfelelően kitöltve, a leggyorsabb utvonalon a feladó számára díjtalanul vissza kell küldenie a feladó által jelzett címre a C5 sz. UPU űrlapot, amely a csomagot kísérte. A légi uton visszaküldött tértivevényekre kék légi ragjegy, vagy bélyegzőt kell tenni. Ha a tértivevény nem érkezik meg, a rendeltetési hivatal hivatalból ujat állít ki.

125. cikk. Csomagok visszaküldése és utánküldése

1. Annak a hivatalnak, amely bármilyen okból visszaküld egy csomagot, kézírással, vagy bélyegző útján, vagy címkével a csomagon és az azt kísérő csomagrovatlapon meg kell adnia a kézbesíthetetlenség okát. Az okot francia vagy angol nyelven kell megadni, világos és tömör formában, mint pl: "NOT KNOWN", vagy "INCONNU", "REFUSED", vagy "REFUSÉ", "TRAVELING", vagy "EN VOYAGE", "GONE AWAY", vagy "PARTI", "UNCLAIMED", vagy "NON RÉCLAMÉ", "DECEASED", vagy "DÉCÉDÉ", stb.

2. A rendeltetési hivatalnak a rá vonatkozó címadatakat át kell huznia és minden ilyen csomag cimoldalára "RETURN" vagy "RETOUR" jelzést kell írnia; és a "RETURN" vagy "RETOUR" jelzés mellett keletbélyegző lenyomatát is alkalmaznia kell.

3. A csomagot eredeti csomagolásában, az eredeti vámárnyilatkozat kíséretében kell visszaküldeni. Ha a csomagot bármilyen okból át kellett csomagolni, a csomag felvevőhivatalnának nevét, a csomag ragszámát és a felvétel időpontját jelezni kell az új csomagoláson.

4. Ha légi csomagot felületi uton küldenek vissza, az "AIR MAIL", vagy "PAR AVION" és minden olyan feljegyzést, amely a légi uton történő továbbításra vonatkozik, két vas-tag, vízszintes vonással át kell huzni.

5. A 3-4. bekezdésben említettek az utánküldött csomagokra is vonatkoznak. Ezenkívül a "RÉEXPEDIÉ" megjegyzést kell feltüntetni a rovatlap "Megjegyzés" hasábjában.

126. cikk. Visszavételi és címváltoztatási kérelmek kezelése

A visszavételi, vagy címváltoztatási kérelem kézhezvétele után a rendeltetési igazgatásnak meg kell keresnie a kérdéses csomagot, és ha tudja, a kérelmet teljesítenie kell.

127. cikk. Eladás; megsemmisítés

1. Amikor egy csomagot a Megállapodás 23. cikke rendelkezéseinek megfelelően eladtak, vagy megsemmisítettek, eladási, vagy megsemmisítési jegyzőkönyvet kell felvenni. A jegyzőkönyv egy példányát meg kell küldeni a felvevő hivatalnak.

2. Az eladásból származó bevételeket a csomagot terhelő díjaknak és az eladásával kapcsolatban felmerülő költségeknek a megtérítésére kell fordítani; a bevételből fennmaradó összeget pedig - ha ilyen van - meg kell küldeni a felvevő hivatalnak, amely azt, az összeg továbbítási költségeinek levonása után kifizeti a feladónak.

V. Fejezet Tudakozványok

128. cikk. Tudakozványok kezelése

Minden csomag iránti tudakozványt az Egyezmény Végrehajtási Szabályzata tudakozványokra vonatkozó rendelkezéseinek megfelelően kell kezelni /amelyek jelenleg a Lausannei-i Egyezmény Végrehajtási Szabályzatának 143. cikkében szerepelnek/.

129. cikk. Vissza nem érkezett tértivevényre vonatkozó tudakozványok

Amikor a feladó olyan tértivevény iránt tudakozódik, amelyet ésszerű időn belül nem kapott vissza, a tudakozványt az Egyezmény Végrehajtási Szabályzatában a tudakozványokra előírt rendelkezéseknek megfelelően kell kezelni /amelyek jelenleg a Lausanne-i Egyezmény Végrehajtási Szabályzatának 131. cikk 5. bekezdésében szerepelnek/.

VI. Fejezet Díjak meghatározása

130. cikk. Végdíjak meghatározása

Minden igazgatásnak olyan végdíjat kell megállapítania, amely megfelel a szolgálat-ellátás költségeinek, vagy amely az Egyetemes Postaegyesület Postacsomag Megállapodás díjelőírásain alapszik.

131. cikk. Szárazföldi átszállítási díjak

Minden igazgatásnak egyetlen szárazföldi átszállítási díjat kell megállapítania az alábbiak szerint.

1. Egy 8 egymást követő hétből álló statisztikai időszakra minden igazgatásnak, amely a másik igazgatás után átmenő csomagokat küld, CP12 UPU űrlapot, vagy hasonló űrlapot kell kiállítania és a másik igazgatásnak továbbítania, felsorolva az átmenő csomagokat súlyfokozatonként és a zárlatban levő átmenő csomagok bruttó összsúlyát. A statisztikai időszak alatt mindegyik igazgatásnak a következő adatokat kell feljegyeznie a másik igazgatástól érkező minden olyan csomagot illetően, amely számára szárazföldi átmenő szolgálatot nyújt, és szárazföldi átmenő díját a jelen cikk 2-5. bekezdésében előírt rendelkezéseknek megfelelően kell kiszámítania:

/a/ azoknak az átmenő csomagoknak az összdarabszáma, amelyek az Egyetemes Postaegyesület Postacsomag Megállapodásának a szárazföldi átszállítási díjakra vonatkozó előírásaiban szereplő egyes súlyfokozatokba esnek; és

/b/ a fenti, /a/ alponthan felírt minden csomag bruttó súlya kilogrammban.

2. Meg kell határozni azt a súlyozott átlagtávolságot, amelyre a másik igazgatástól érkező átmenő csomagokat szárazföldi uton szállítják a statisztikai időszak alatt.

3. Az egyes súlyfokozatokba tartozó valamennyi tranzit-csomagra a teljes szárazföldi átszállítási díjat az egyes súlyfokozatokba tartozó tranzitcsomagok darabszámának az UPU Postacsomag Megállapodás /jelenleg a Lausanne-i Postacsomag Megállapodás 47. cikkében meghatározott/ szárazföldi átszállítási díjak táblázatának a jelen cikk 1/a/ alpontjából és 2. bekezdéséből vett adatokra történő alkalmazásával meghatározott díjrészekkel való beszorzásával kell meghatározni.

4. A 3. bekezdés szerint meghatározott minden egyes súlyfokozatra össze kell adni a teljes tranzitdíjrészeket, hogy meg lehessen kapni az adatgyűjtés időszaka alatt érkezett valamennyi tranzitcsomagra az együttes szárazföldi átszállítási díjat aranyfrankban.

5. A kilogrammonkénti szárazföldi átszállítási díj meghatározásához a 4. bekezdés szerint meghatározott, aranyfrankban kifejezett, együttes szárazföldi átszállítási díjat el kell osztani az 1/a/ alpont értelmében rögzített bruttó súllyal és az eredményül kapott díjat a legközelebbi egytized aranyfranka kell kikerekíteni.

6. Mindegyik igazgatásnak az 5. bekezdés szerint kapott szárazföldi átszállítási díjat kell alkalmaznia a

Megállapodás 34. cikke szerint szárazföldi uton szállított valamennyi tranzitsomag bruttósúlyára.

132. cikk. A tengeri átszállítási díjak meghatározása

Mindegyik igazgatásnak egyetlen tengeri átszállítási díjat kell megállapítania az alábbiak szerint:

1. Egymást követő 8 hét adatgyűjtési időszaka alatt az az igazgatás, amelyik a másik igazgatás tengeri szolgáltatási útján tranzitsomagokat küld, köteles kitölteni és a másik igazgatásnak megküldeni egy UPU CPL2 űrlapot, vagy egy ahhoz hasonló nyomtatványt, súlyfokozatonként felsorolva benne az ilyen tranzitsomagokat és feltüntetve az ilyen tranzitsomagok bruttósúlyát. A statisztikai időszak alatt mindegyik igazgatásnak a következő adatokat kell rögzítenie valamennyi, a másik igazgatástól eredő tranzitsomagról, amely igazgatás részére tengeri tranzit szolgáltatást lát el és tengeri díját jelen cikk 2-5. bekezdéseiben foglaltak szerint kell kiszámítani.

/a/ azoknak az átmenő csomagoknak az összdarabszáma, amelyek az Egyetemes Postaegyesület Postacsomag Megállapodásának a tengeri átszállítási díjakra vonatkozó előírásaiban feltüntetett egyes súlyfokozatokba esnek; és

/b/ a fenti, /a/ alpontban felírt valamennyi csomag bruttósúlyát kilogrammokban.

2. Meg kell határozni azt a súlyozott átlagtávolságot, amelyen a másik igazgatás tranzitsomagjait tengeri uton a statisztikai időszak alatt szállítják.

3. Az egyes súlyfokozatokba tartozó valamennyi tranzitsomagra a teljes tengeri díjat az egyes súlyfokozatokba tartozó tranzitsomagok darabszámának az UPU Postacsomag Megállapodás /jelenleg a Lausanne-i Postacsomag Meg-

állapodás 49. cikkében meghatározott/ tengeri díjak táblázatának a jelen cikk 1/a/ alpontjából és a 2. bekezdéséből vett adatokra történő alkalmazásával meghatározott díjrészekkel való beszorzásával kell meghatározni.

4. A 3. bekezdés szerint meghatározott minden egyes súlyfokozatra össze kell adni a teljes tengeri díjrészeket, hogy meg lehessen kapni az adatgyűjtés időszaka alatt érkezett valamennyi tengeri tranzitsomagra az együttes tengeri tranzitdíjat aranyfrankban.

5. A kilogrammonkénti tengeri díj meghatározásához a 4. bekezdés szerint meghatározott, aranyfrankban kifejezett, együttes tengeri díjat el kell osztani az 1/b/ alpont értelmében felírt bruttószúlyal és az eredményül kijött díjat a legközelebbi egytized aranyfrankra kell kikerekíteni.

6. Mindegyik igazgatás az 5. bekezdés szerint kapott tengeri díjat alkalmazza a Megállapodás 35. cikkének előírásai szerint a tengeri úton szállított valamennyi tranzitsomag bruttószúlyára.

VII. Fejezet Elszámolás

133. cikk. A felvevő igazgatás által a többi igazgatás javára irandó díjak és járandóságok

1. Zárlatban történő kicserélés esetében a felvevő igazgatás a rendeltetési igazgatás és minden egyes közvetítő igazgatás javára írja a nekik járó végdíjakat, szárazföldi- és tengeri átszállítási díjakat, valamint a légiszállítási járandóságokat.

2. Zárlaton kívül történő "A DÉCOUVERT" tranzit esetében a felvevő igazgatásnak:

/a/ a zárlat rendeltetési igazgatása javára kell írnia az 1. bekezdésben hivatkozott díjakat, valamint az azt követő közvetítő igazgatásoknak és a rendeltetési igazgatásnak járó díjakat; és

/b/ a zárlat rendeltetési igazgatását megelőző közvetítő igazgatások javára kell írnia az 1. bekezdésben hivatkozott díjakat.

134. cikk. A díjrészek és díjak jóváírása és behajtása utánküldés és visszaküldés esetében

1. Amikor a díjrészeket és díjakat nem fizetik meg az utánküldéskor, illetve visszaküldéskor, az utánküldő, illetve visszaküldő igazgatásnak az ilyen díjrészek és díjak jóváírását és behajtását illetően az alábbiak szerint kell eljárnia.

2. Minden harmadik országba utánküldött csomagért az utánküldő igazgatásnak be kell szednie a Megállapodás 20. cikke 5. bekezdésében felsorolt díjrészeket és díjakat a címzettől vagy attól az igazgatástól, amelyhez a csomagot továbbítják. Ha valamilyen ok miatt az utánküldő igazgatás nem tudja behajtani az ilyen díjakat a címzettől, vagy attól az igazgatástól, amelyhez a csomagot továbbítják, azokat a felvevő igazgatástól kell beszednie.

3. Minden feladóhoz visszaküldött csomagért a visszaküldő igazgatásnak be kell szednie a Megállapodás 18. cikke 4. pontjában előírt díjrészeket és díjakat a felvevő igazgatástól.

4. Az utánküldő igazgatásnak a közvetítő igazgatások javára kell írnia a nekik járó díjrészeket.

5. Tévirányított csomag utánküldés esetében a díjrészek és díjak jóváírását és behajtását a 121. cikk. 2. bekezdésében foglaltak szerint kell eszközölni.

6. A díjakat UPU CP25 mintájú vagy ahhoz hasonló űrlapon részletesen fel kell tüntetni.

135. cikk. A számadások készítése

1. Mindegyik igazgatásnak a másik igazgatástól kapott valamennyi küldeményéről negyedévenként el kell készítenie:

/a/ a felületi úton szállított csomagokra vonatkozólag egy UPU CP15 űrlapon vagy ahhoz hasonló nyomtatványon készített, indító hivatalonként és zárlatonként az esedékes összegeket feltüntető kimutatást, a csomagrovatlapokba beírt csomagok bruttó súlyát a megfelelő díjtétel és a vonatkozó negyedévre járó teljes összegek feltüntetésével;

/b/ a légi úton szállított csomagokra vonatkozólag UPU CP15 /bis/ űrlapon vagy ahhoz hasonló nyomtatványon, indító hivatalonként és zárlatonként az esedékes összegeket feltüntető kimutatást, a légi csomagrovatlapokba beírt csomagok bruttó súlyát a megfelelő díjtétel és a vonatkozó negyedévre járó teljes összegek feltüntetésével.

2. Csomagrovatlap helyesbitése esetében az ilyen helyesbitésről készült leletjelentés számát és keltét fel kell tüntetni az esedékes összegek kimutatására szolgáló űrlap "Megjegyzések" hasábjában.

3. Az esedékes összegek kimutatásait UPU CP16 űrlapon, vagy ahhoz hasonló nyomtatványon két példányban készített számadásban kell összesíteni.

4. Az összesített számadást, azokkal az esedékes összegeket feltüntető kimutatásokkal együtt, amelyre vonatkozik, /de a csomagrovatlapok nélkül/ a leggyorsabb további uton meg kell küldeni a felvevő igazgatásnak a negyedévet követő két hónapon belül történő felülvizsgálása végett.

"Nemleges" számadást nem kell készíteni. Az összesített számadás egyenlegében megállapított összegeknél a centimokat el kell hagyni. Bármilyen eltérést az eltérések kimutatásába kell felvenni, melyet UPU CP17 űrlapon vagy ahhoz hasonló nyomtatványon kell elkészíteni. Az eltérésekről készített minden egyes kimutatást két példányban meg kell küldeni az érdekeltektől az igazgatásnak, amely az abban megállapított összeget a következő összesített számadásába köteles beállítani; nem kell eltérési kimutatást készíteni, amikor az eltérések összege számadásonként a tíz frankot nem haladja meg.

5. Az összesített számadásokat felülvizsgálásuk és elfogadásuk után, a megküldésük napjától számított két hónapon belül, a vonatkozó esedékes összegeket feltüntető kimutatásokkal együtt, vissza kell küldeni a számadásokat készítő igazgatásnak. Ha az összesítő számadást készítő igazgatás ezen időszak alatt nem kap módosítási értesítést, az összesített számadást teljes mértékben elfogadottnak kell tekinteni.

6. Az összesített számadásokat a követelő igazgatásnak UPU CP18 űrlapon, vagy ahhoz hasonló nyomtatványon készített negyedévi főleszámolásban kell összesítenie, melyet azonnal meg kell küldeni a tartozó igazgatásnak.

7. Amikor a Megállapodás 29. cikkében foglaltaknak megfelelően a felelős igazgatástól fizetések behajtására van szükség és az több összeget foglal magában, ezeket az összegeket UPU CP22 űrlapon vagy ahhoz hasonló nyomtatványon kell összesíteni és a végösszeget át kell vinni az összesített számadásba.

136. cikk. Légi csomagzárlatok számadásai

A légi csomagzárlatok légi szállításáért esedékes díjak számadását a Lausanne-i Egyezmény Végrehajtási Szabályzat 200. - 204. cikkeiben a légiszállítási díjak elszámolására előírt rendelkezések szerint kell összeállítani.

137. cikk. A számadások kiegyenlítése

1. A főleszámolások végegyenlegének összegét a tartozó igazgatásnak a követelő igazgatás részére az Egyezménynek a számadások kiegyenlítésre vonatkozó /jelenleg a Lausanne-i Egyezmény 12. cikkében foglalt/ előírásai szerint kell megfizetnie.

2. A főleszámolásnak két példányban történő összeállítás és megküldése az elfogadási záradékkal visszaküldendő összesített számadások bevétele nélkül is megtörténhet, mihamarabb egy igazgatás a szóbanforgó időszakra vonatkozó valamennyi számadás birtokában megállapítja, hogy ő a követelő. A tartozó igazgatás részéről a főleszámolás felülvizsgálásának, a két példány közül az egyik példány tartozó igazgatáshoz való visszaküldésének és az egyenleg tartozó igazgatás által történő kifizetésének a főleszámolás kézhezvételétől számított három hónapon belül meg kell történnie.

VIII. Fejezet Vegyes rendelkezések138. cikk. Meghatározások

A Megállapodás 2. cikkében szereplő meghatározások erre a Részletes Szabályzatra is alkalmazandók.

139. cikk. Az okiratok őrzési ideje

1. Az okiratokat legalább tizennyolc hónapig kell őrizni, azt a napot követő naptól számítva, amelyre az okiratok vonatkoznak.

2. A vitás ügyre, vagy felszólalásra vonatkozó okiratot az ügy rendezéséig meg kell őrizni. Ha a nyomozás eredményéről szabályosan értesített felszólaló igazgatás a közlés keltétől számított hat hónapon belül nem tesz észrevételt, az ügyet elintézettnak kell tekinteni.

140. cikk. Változtatások vagy módosítások

Jelen Részletes Szabályzat az érdekelt igazgatások által módosítások eszközölésére felhatalmazott tisztviselők közötti levélváltással, közös megegyezéssel megváltoztatható vagy módosítható.

IX. Fejezet Zárórendelkezések141. cikk. A Részletes Szabályzat hatályba lépése és érvényességi ideje

1. Jelen Részletes Szabályzat ugyanazon a napon lép hatályba, mint a Postacsomag Megállapodás, amelyre vonatkozik.

2. Jelen Részletes Szabályzat és a 140. cikk értelmében benne eszközölt bármilyen módosítás érvényességi ideje azonos a Postacsomag Megállapodásával, amelyre vonatkozik.

/és magyar

Készült két példányban angol nyelven és aláírták Washington D.C.-ben 1979. május hó 11. napján.

A Magyar Népköztársaság részéről:


postavezérigazgató

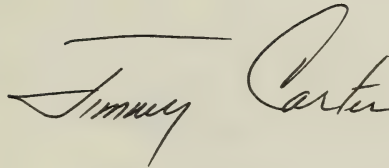
Az Amerikai Egyesült Államok részéről:


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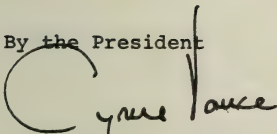
The foregoing Agreement between the United States of America and the Hungarian People's Republic for the exchange of Parcel Post items and the Detailed Regulations of the Agreement have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof I have caused the seal of the United States of America to be hereunto affixed.

[SEAL]

 [1]

By the President

 [2]

Secretary of State

Washington, D.C., August 8, 1979.

¹ Jimmy Carter.

² Cyrus Vance.

NICARAGUA

Agricultural Commodities

Agreement amending the agreement of August 31, 1979, as amended.

Effected by exchange of notes

Dated at Managua June 19, 1980;

Entered into force June 19, 1980.

The American Embassy to the Nicaraguan Ministry of Foreign Affairs

No. 115

The Embassy of the United States of America presents its compliments to the Ministry of Exterior of the Republic of Nicaragua and has the honor to refer to the Agricultural Commodities Agreement signed by Representatives of our two Governments on August 31, 1979, as amended February 11, 1980 and March 25, 1980, [1] and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

1. In Item I, Commodity Table:

- A. On line entitled Wheat/Wheat flour, under appropriate column headings delete quote 40,000—dollars 7.1 unquote and insert quote 60,000—dollars 10.6 unquote.
- B. Delete in its entirety the line entitled quote rice unquote.
- C. On line entitled quote soybean/cotton seed oil unquote, under appropriate column headings, delete quote 5,700—4.5 unquote and insert quote 10,200—7.0 unquote.
- D. On line entitled quote total unquote delete quote dollars 12.6 unquote, and insert quote dollars 17.6 unquote.

2. In Item III, Usual Marketing Table, delete in its entirety the line entitled quote Rice unquote.

3. In Item IV, Export Limitations, Paragraph B, Commodities to which Export Limitations Apply, delete the words, quote for rice—rice, in the form of paddy, brown or milled; unquote.

All other terms and conditions of the August 31, 1979 Agreement, as amended, remain the same.

¹ TIAS 9790; *ante*, p. 1615.

If the foregoing Amendment is acceptable to your Government, we propose that this note, together with your reply thereto, constitute an Agreement between our two Governments to become effective on the date of your Diplomatic Note in reply. The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Exterior the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA.

MANAGUA, *June 19, 1980*

*The Nicaraguan Ministry of Foreign Affairs to the American
Embassy*



MINISTERIO
DEL
EXTERIOR

MANAGUA, D. N.
DIRECCION RELACIONES
ECONOMICAS INTERNACIONALES
MSR, No. 167

El Ministerio del Exterior saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de dar aviso de recibo a la nota verbal No. 115 de fecha 19 de junio en curso, por la que al referirse al Convenio de la Venta de Productos Agrícolas celebrado entre Nicaragua y los Estados Unidos de América el 31 de agosto de 1979, enmendado el 11 de febrero de 1980 y el 25 de marzo de 1980, se propone una nueva enmienda en los siguientes términos:

- " 1. Punto I, Tabla de Productos:
- A. En la línea titulada Trigo/Harina de trigo, bajo el encabezamiento y columnas apropiadas; cámbiese 40,000 - 7.1 a 60,000 10.6.
 - B. Exclúyase totalmente la línea titulada arroz.
 - C. En la línea titulada soya/aceite de semilla de algodón, bajo el encabezamiento y columna apropiada, cámbiese 5,700 - 4.5 a 10,200 - 7.0.
 - D. En la línea titulada Total, cámbiese dólares 12.6 a dólares 17.6.

A LA HONORABLE EMBAJADA
DE LOS ESTADOS UNIDOS DE AMERICA
MANAGUA

2. Bajo Punto III, Tabla Usual de Mercadeo, exclúyase totalmente la línea titulada Arroz.
3. Bajo Punto IV, Limitaciones de Exportación párrafo B, Productos a los cuales se aplican las Limitaciones de Exportación, exclúyanse las palabras Para Arroz-Arroz con cáscara, café o trillado.

Todos los demás términos y condiciones del Convenio del 31 de agosto de 1979, permanecerán iguales.

Si la enmienda anterior es aceptable para su Gobierno, proponemos que esta Nota Diplomática conjuntamente con su respuesta, constituyan un Convenio entre nuestros Gobiernos a ser efectivo a partir de la fecha de su respuesta."

En respuesta se comunica que la Junta de Gobierno de Reconstrucción Nacional acepta la enmienda propuesta en los términos que se dejan transcritos, constituyendo la nota de la Honorable Embajada de los Estados Unidos de América en referencia y esta contestación un Convenio entre los dos Gobiernos que entrará en vigor a partir de esta fecha.

El Ministerio del Exterior aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

Managua, 19 de junio de 1980.



[SEAL]

TRANSLATION

REPUBLIC OF NICARAGUA
Ministry of Foreign Affairs
Department of International
Economic Relations

No. 167

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note verbale No. 115 of June 19, 1980 referring to the Agreement for Sales of Agricultural Commodities concluded between Nicaragua and the United States of America on August 31, 1979, as amended on February 11, 1980 and March 25, 1980, and proposing a new amendment worded as follows:

[For the English language text, see pp. 1814-1815]

accepts the proposed amendment, the terms of which are transcribed above. Therefore, the aforementioned note of the Embassy of the United States of America and this reply constitute an agreement between the two Governments, which shall enter into force today.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Managua, June 19, 1980

[Initialed]

[SEAL]

Embassy of the United States of America,
Managua.

JAMAICA

Agricultural Commodities

*Agreement signed at Kingston February 8, 1980;
Entered into force February 8, 1980.*

AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAMAICA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the agreement signed August 8, 1977, [1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period (United States Fiscal Year)</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (US\$ Millions)</u>
Wheat Flour	1980	3,800	\$ 1.00
Corn	1980	59,000	6.75
Soybean/Cottonseed Oil	1980	1,000	0.75
Blended/Fortified Foods	1980	5,000	1.50
		TOTAL	10.00

Item II - Payment Terms: Convertible Local Currency Credit:

- A. Initial Payment - None.
- B. Currency Use Payment - None.
- C. Number of Installment Payments - Ten (10).
- D. Amount of each Installment Payment - Approximately equal annual amounts.
- E. Due Date of First Installment Payment - Three (3) years after the date of the last delivery of commodities in each calendar year.
- F. Interest Rate - Three (3) percent.

Item III -Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (United States Fiscal Year)</u>	<u>Usual Marketing Requirement (Metric Tons)</u>
Wheat/Wheat Flour (Wheat Basis)	1980	137,000
Feed Grains	1980	50,000
Edible Vegetable Oil and/or Oil Bearing seeds (oil equivalent basis)	1980	6,000 of which at least 4,800 shall be imported from the United States.
Blended/Fortified Foods	1980	None

Item IV - Export Limitations:

- A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1980, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

¹ TIAS 8824; 29 UST 373.

B. Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgar (or the same products under a different name); for corn - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feedgrains including mixed feeds containing predominantly such grains; for soybean/cottonseed oil - all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced; and for blended/fortified foods - blended/fortified foods.

Item V- Self-Help Measures:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Jamaica agrees to undertake the following measures and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Support efforts of the Ministry of Agriculture to improve its agricultural planning capacity in order to improve the formulation of agricultural policy and the design and evaluation of agricultural projects. As part of this effort, the Government of Jamaica will undertake steps to improve training opportunities for officials in the Ministry of Agriculture in appropriate managerial, administrative, and technical skills.
2. Continue the efforts of the Ministry of Agriculture directed at helping to make Jamaica more self-sufficient in food crops by intensifying local cultivation of food, as outlined in the Emergency Production Plan. As part of this effort, the Government of Jamaica will: A) expand and improve its agricultural extension service and upgrade the training of extension agents at the Jamaica School of Agriculture and related institutions, B) study the need for, and benefits of, a network of agricultural research stations and the steps and resources required to establish such a network, and C) strengthen its ability to coordinate presently existing agricultural research, education, and extension efforts directed at the small-scale farmers.
3. Continue to support soil conservation and erosion control measures and the development of farming plans to maximize agricultural productivity of small-scale farmers.
4. Provide personnel and financial support to the efforts and programs of the Ministry of Agriculture to increase the effectiveness and efficiency of the agricultural marketing system.
5. Provide adequate personnel and financial support for the development and expansion of inland fish production throughout the country.
6. Provide adequate financial support for rural primary schools to continue the development and implementation of a curriculum with an agricultural focus and to train teachers through in-service training to implement the revised curriculum.
7. Develop within the Government of Jamaica, in conjunction with the Ministry of Health and Environmental Control, a comprehensive and integrated population and development policy.

8 Strengthen the ability of the Ministry of Health's National Family Planning Board to carry out national family planning and population programs designed to reduce high rates of adolescent fertility.

9. Provide financial support and personnel to an analysis and evaluation of the nutritional impact and management efficiency of the supplementary feeding program.

Item VI - Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V, above, and for activities in the areas of Agriculture, Health, Nutrition, Family Planning, Education, Housing, and for school and maternal/child health feeding.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII -Other Provisions:

A. The Government of the exporting country agrees to waive repayment of up to that part of the product value which is attributed to the costs of processing, enrichment and/or fortification of the blended or fortified foods to be financed under this agreement. The cost to the Government of the importing country for such commodities shall be the value of the quantity of the basic whole grain on which such commodities are based, determined by the Government of the exporting country as of the date of sale of blended or fortified foods.

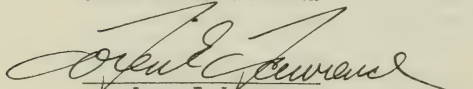
B. The Government of the importing country assures the Government of the exporting country that benefits accruing by virtue of this waiver will be passed on to the individual recipients of such foods by means of free distribution through schools and maternal/child health centers.

C. Not later than one year after the close of the supply period for blended/fortified foods provided under this agreement, the Government of the importing country will furnish the Government of the exporting country a report describing the purposes for which such commodities were used, the locations in which they were used, and the average daily number of recipients benefitting from the distribution of those commodities.

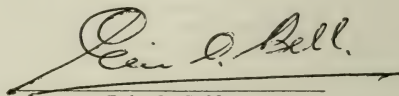
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Kingston, Jamaica, in duplicate, this 8th day of February 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA


Loren E. Lawrence
Ambassador

FOR THE GOVERNMENT OF JAMAICA


Eric O. Bell
Minister of Finance and Planning

BELGIUM

Scientific Cooperation

Memorandum of understanding signed at Brussels

June 2, 1980;

Entered into force June 2, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL FUND FOR SCIENTIFIC RESEARCH
(Fonds National de la Recherche Scientifique/
Nationaal Fonds voor Wetenschappelijk Onderzoek)
(FNRS/NFWO) OF BELGIUM

1. This Memorandum of Understanding constitutes an agreement between the National Science Foundation (NSF), an agency of the Government of the United States of America, and the National Fund for Scientific Research (FNRS/NFWO), a private foundation funded mainly by the Government of Belgium, for the development of a cooperative program in the sciences.
2. The scope of this program covers all recognized branches of the natural, social, and engineering sciences, including mathematics. To initiate the program, NSF and FNRS/NFWO (hereinafter sometimes referred to as "the parties") will identify specific scientific areas for cooperation. Other areas may be determined by mutual agreement in the future.
3. Activities within the approved subject matter areas may include:
 - 3.1 individual visits, exchange of scientific personnel and fellowships;
 - 3.2 joint seminars and workshops;
 - 3.3 joint research;

3.4 staff exchanges.

Other activities may be added by mutual agreement.

4. Scientific and technical information derived from activities under this Memorandum of Understanding shall be made available to the international scientific community through customary channels and in accordance with normal scientific procedures. The Annex to this Memorandum of Understanding shall govern in cases where particular results derived from activities under this Memorandum are subject to copyright or patent protection.
5. This Memorandum of Understanding is undertaken to facilitate pursuit of the scientific objectives of each party. Its financial terms are based on a general mutuality of interest, not strict reciprocity. Accordingly, each party shall bear the costs of its own participation in the program, unless agreed otherwise. The participation of each party shall be subject to the availability of funds.
6. The parties will hold an annual joint staff meeting for review of the program, program planning, and for the conduct of program business, unless agreed otherwise. In addition, responsible staff of the two parties will consult as often as required for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities.
7. In accordance with the standard procedures and regulations governing the NSF and FNRS/NFWO, each party shall inform the scientific community in its own country of the opportunities for cooperation made possible by the program.
8. Each party will prepare an annual report on the program in timely fashion according to its own fiscal year system and provide a copy to its counterpart. Copies of the reports

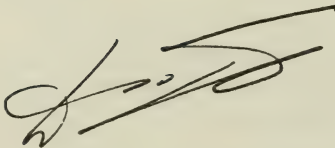
shall be made publicly available in accordance with the laws of the respective country.

9. This Memorandum of Understanding shall enter into force on the date of signature by the Director of the NSF and by the President of the FNRS/NFWO, and shall remain in force for five years unless renewed by mutual consent, or unless terminated by either party upon the provision of written notice, six months in advance, to the other party. Such termination shall not affect activities approved or in progress under terms of this Memorandum of Understanding.
10. This Memorandum of Understanding is documented in English in two original copies.

Done at Brussels this 24 day of June,
1980.

FOR THE
NATIONAL FUND FOR
SCIENTIFIC RESEARCH
(FNRS/NFWO)
OF BELGIUM

FOR THE
NATIONAL SCIENCE FOUNDATION
OF THE
UNITED STATES OF
AMERICA



Professor Dr. E. BETZ
President



Dr. Richard C. ATKINSON
Director

Annex

PATENT AND COPYRIGHT PROVISIONS
OF THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL FUND FOR SCIENTIFIC RESEARCH
(Fonds National de la Recherche Scientifique/
Nationaal Fonds voor Wetenschappelijk Onderzoek)
OF BELGIUM

This Annex governs the allocation of rights to intellectual property including inventions (hereinafter sometimes referred to as "subject inventions") conceived or first reduced to practice jointly by participants of both countries or individually by participants of either country during the course of an activity conducted under this Memorandum of Understanding.

- a) Each party shall hold all rights within its own territory to each subject invention, subject to an irrevocable, royalty-free and non-exclusive license to practice the invention to the other party. This license shall include authority to sublicense, but this authority shall be confined to a right of the licensee party to sublicense to its own citizens or commercial or nonprofit organizations that are organized within the territory of the licensee party. Either

party may seek rights in third countries upon timely notification to the other party, the notification to occur within one year after filing an application. All such notifications shall include an offer to enter into a separate understanding on the equitable sharing of third country costs and rights.

- b) Neither party shall discriminate against citizens or organizations of the country of the other party in licensing or sublicensing rights in any subject invention or discovery under this Annex. It is understood that the licensing policies and practices of each party may be affected because of the rights of both parties to grant licenses within a single jurisdiction. Accordingly, either party may request, in regard to a single subject invention or discovery or class of subject inventions or discoveries, that the parties consult in an effort to lessen or eliminate any detrimental effect that the parallel licensing authorities may have on the policies and practices of the parties.
- c) Where particular results derived from any activity under this Memorandum of Understanding may be subject to copyright protection, each party may, in accordance with its own laws and procedures, hold or assign copyright in its own territory subject to an irrevocable, royalty-free and non-exclusive license to the other party to publish, copy, translate and perform such results. Either party may seek rights in third countries upon timely written notification to the other party.
- d) Provision for rights to a subject invention or copyright by either party in accordance with this Annex does not entail conveyance of rights to any other invention or copyright, including any rights necessary to practice or use the rights provided for by this Annex.

- e) Each party agrees to take all necessary steps to cooperate and to assure that the other party is able to obtain all rights provided for under this Annex. This includes responsibility to take such steps as are necessary and timely to inform its participants of the terms of this Annex and to assure compliance with its terms. The parties may agree to special arrangements in writing in individual cases.

CUSTOMS COOPERATION COUNCIL

Reimbursement of Income Taxes

*Agreement effected by exchange of letters
Signed at Brussels May 30 and June 23, 1980;
Entered into force June 23, 1980;
Effective January 1, 1980.*

*The United States Representative to the European Communities to
the Secretary General, Customs Cooperation Council*

UNITED STATES REPRESENTATIVE
TO THE
EUROPEAN COMMUNITIES

May 30, 1980

Sir Ronald Radford, K.C.B., M.B.E.
Secretary General
Customs Cooperation Council
40 rue Washington
1050 Brussels

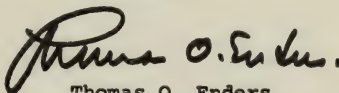
Dear Sir Ronald:

I have been authorized to inform you that the United States Government can reimburse the Customs Cooperation Council for the sums utilized to reimburse personnel subject to the payment of U.S. income tax in order to equalize the remuneration of such personnel and that of staff members of the C.C.C. not subject to national taxes. To do this, I propose below a formal agreement establishing the procedure:

The United States Government understands that the Customs Cooperation Council (C.C.C.) will reimburse C.C.C. staff members who are U.S. Citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their C.C.C. income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the C.C.C. to compensate this special suspense account. This charge will cover actual reimbursements made by the C.C.C. to employees subject to U.S. income taxes. This agreement does not cover employees paid from voluntary funds. This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given.

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and the Customs Cooperation Council formalizing the tax reimbursement procedure which will enter into force as of January 1, 1980.

Sincerely,



Thomas O. Enders
Ambassador

The Secretary General, Customs Cooperation Council, to the United States Representative to the European Communities



CONSEIL DE COOPÉRATION DOUANIÈRE

CUSTOMS CO-OPERATION COUNCIL

Téléphone 648.80.90. - Telex 61597 CUSCO - B - Cable Address : Cuscoopco - Brussels

The Secretary General
L/80.1598
S4-04

B - 1050 - Bruxelles
rue Washington, 40

23rd June 1980

Dear Mr. Ambassador,

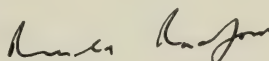
Thank you for your letter of 30th May 1980 proposing a formal agreement by which the United States Government will compensate the Customs Co-operation Council for the sums utilized to reimburse U.S. income taxes incurred by its staff members paid under its regular budget. The proposed agreement is set out in the following text :

The United States Government understands that the Customs Co-operation Council (C.C.C.) will reimburse C.C.C. staff members who are U.S. Citizens, or otherwise liable to pay U.S. income taxes, for any U.S. income taxes paid on their C.C.C. income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the C.C.C. to compensate this special suspense account. This charge will cover actual reimbursements made by the C.C.C. to employees subject to U.S. income taxes. This agreement does not cover employees paid from voluntary funds. This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given.

Honorable Thomas O. Enders,
United States Representative
to the European Communities,
40 Blvd. du Regent,
1000 Brussels.

I am happy to indicate my concurrence in the above text, on the understanding that it concerns all U.S. income taxes levied on C.C.C. income, and my acceptance that this exchange of letters constitutes the agreement between the United States Government and the Customs Co-operation Council formalizing the tax reimbursements procedures which will enter into force as of 1st January 1980.

Yours sincerely,



Sir Ronald Radford.
Secretary General.

EGYPT

Commodity Imports: Loan No. 263-K-053

*Agreement signed at Cairo June 30, 1980;
Entered into force June 30, 1980.*

A.I.D. Loan No. 263-K-053

LOAN AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORTS

DATED: June 30, 1980

TIAS 9802

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A.I.D. Loan No. 263-K-053

COMMODITY IMPORT LOAN AGREEMENT

Dated: June 30, 1980

Between

the Arab Republic of Egypt ("Borrower")

and

the United States of America, acting through the Agency for
International Development ("A.I.D.").

Article 1: The Loan

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to assist the Borrower in meeting a serious foreign exchange shortage, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,^[1] agrees to lend to the Borrower under the terms of this Agreement, not to exceed Thirty Million United States dollars (\$30,000,000) ("Loan"). The aggregate amount of disbursements under this Loan is referred to as "Principal."

Article 2: Loan Terms

Section 2.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10)

¹ 75 Stat. 424; 22 U.S.C. § 2151 note.

years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5.5) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Section 2.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 2.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 2.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in United States dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 2.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

Section 2.5. Renegotiation of Terms.

(a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of the country of the Borrower, which enable the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 8.3, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 8.3, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under Subsection (c). The negotiations will take

place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Minister of Economy, Foreign Trade and Economic Cooperation in the Arab Republic of Egypt.

Section 2.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Article 3: Conditions Precedent to Disbursement

Section 3.1. Conditions Precedent. Prior to the first disbursement under this Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Borrower pursuant to Section 8.2, together with a specimen signature of each person certified as to its authenticity.

Section 3.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 3.1 have been met, it will promptly notify the Borrower.

Section 3.3. Terminal Date for Conditions Precedent. If all the conditions specified in Section 3.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Borrower.

Article 4: Procurement, Eligibility, and Utilization of Commodities

Section 4.1. A.I.D. Regulation 1. This Loan and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 4.2. Eligible Items.

(a) The commodities eligible for financing under this Loan shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Borrower in accordance with Section 8.1 of this Agreement. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this

Loan. Eligible Items will be subject to the requirements and Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Loan or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete certain commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Borrower under this Agreement for the financing of the commodity. In any event, however, the Borrower will be notified through the A.I.D. Mission in its country of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in the importing country.

Section 4.3. Procurement Source. All Eligible Items shall have their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 4.4. Eligibility Date. No commodities or commodity-related services may be financed under the Loan if they were procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 4.5. Procurement for Public Sector.

(a) With respect to procurement under this Loan by or for Borrower, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

(b) Borrower will undertake to assure that public sector end-users under this Loan establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

Section 4.6. Special Procurement Rules.

(a) None of the proceeds of this Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor

vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

Section 4.7. Financing Physical Facilities. Not more than \$1,000,000 from the proceeds of this Loan shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of a physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1, except as A.I.D. may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 4.8. Utilization of Commodities.

(a) Borrower will assure that commodities financed under this Loan will be effectively used for the purposes for which the assistance is made available. To this end, the Borrower will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs

and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters, and

(iii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market conditions or other circumstances.

(b) Borrower will assure that commodities financed under this Loan will not be reexported in the same or substantially the same form, unless specifically authorized by A.I.D.

(c) Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written consent of A.I.D.

Section 4.9. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars (\$10,000), except as A.I.D.

may otherwise agree in writing. The minimum size of transactions restriction is not applicable for end-use importers.

Article 5: Disbursement

Section 5.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, Borrower may obtain disbursements of funds under this Loan by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Borrower and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Borrower for payments made by them to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Borrower and may be financed by this Loan.

Section 5.2. Other Forms of Disbursement Authorizations. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

Section 5.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty-six (36) months from the date the Borrower satisfies the Conditions Precedent in Section 3.1, except as A.I.D. may otherwise agree in writing.

Section 5.4. Terminal Date for Disbursement. No disbursement of loan funds shall be made against documentation received by A.I.D. or any bank described in Section 5.1 after thirty-six (36) months from the date the Borrower satisfies the Conditions Precedent in Section 3.1, except as A.I.D. may otherwise agree in writing.

Section 5.5. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 5.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, Borrower shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 6: General Covenants

Section 6.1. Taxation. This Agreement and the loan will be free from, and the Principal and interest will be paid free from, any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 6.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Borrower will:

(a) furnish A.I.D. such reports and information relating to the goods and services financed by this Loan and the performance of Borrower's obligations under this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Loan as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such period and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Loan; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Loan at any point, including the point of use.

Section 6.3. Completeness of Information. The Borrower confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Loan, are accurate and complete, and include all facts and circumstances that might materially affect the Loan and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Loan or the discharge of responsibilities under this Agreement.

Section 6.4. Other Payments. Borrower affirms that no payments have been or will be received by any official of the Borrower in connection with the procurement of goods or services financed under the Loan, except fees, taxes, or similar payments legally established in the country of the Borrower.

Section 6.5. Periodic Discussions. Periodically, but no less than annually, the Borrower and A.I.D. will meet to discuss the status of the economy, associated economic issues and the relationship of the A.I.D. program to those concerns.

Section 6.6. Private Sector. The Borrower covenants to take all necessary steps to make available to the private sector no less than ten (10) percent of the proceeds of the Loan.

Article 7: Termination; Remedies

Section 7.1. Cancellation by Borrower. The Borrower may, by giving A.I.D. 30 days written notice, cancel any part of the Loan which has not been disbursed or committed for disbursement to third parties.

Section 7.2. Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

- (a) to pay when due any interest or installment of Principal required under this Agreement, or
- (b) to comply with any other provision of this Agreement, or
- (c) to pay when due any interest or installment of Principal or other payment required under any other loan, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time:

- (1) such unrepaid Principal and accrued interest hereunder will be due and payable immediately, and
- (2) the amount of any further disbursements made pursuant to then outstanding commitments to third parties or otherwise will become due and payable as soon as made.

Section 7.3. Suspension. If at any time:

- (a) An Event of Default has occurred; or
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or
- (c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(d) The Borrower shall have failed to pay when due any interest, installment of Principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies; Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent they have not been utilized through irrevocable commitments to third parties or otherwise, giving prompt notice thereof to the Borrower;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Loan be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of Borrower's country. Any disbursement made under the Loan with respect to such transferred goods will be deducted from Principal.

Section 7.4. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed or irrevocably committed to third parties.

Section 7.5. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

Section 7.6. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Borrower to refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Borrower to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 7.7. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers, or remedies.

Article 8: Miscellaneous

Section 8.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of this Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the offices of the Minister of Economy and the Undersecretary for Economic Cooperation, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Borrower:

Mail Address: Ministry of Economy
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International
Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice. The Borrower, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

Section 8.4. Information and Marking. The Borrower will give appropriate publicity to the Loan as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its duly authorized representative have caused this

Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: A. Meguid

NAME: Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for

TITLE: Economic & Financial Affairs
& Minister of Planning,
Finance and Economy

UNITED STATES OF AMERICA

BY: Alfred L. Atherton, Jr.

NAME: Alfred L. Atherton, Jr.

TITLE: Ambassador

EGYPT

Commodity Imports: Grant

*Agreement signed at Cairo June 30, 1980;
Entered into force June 30, 1980.*

A.I.D. Grant No 263-K-602

GRANT AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORTS

DATED: June 30, 1980

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A.I.D. Grant No. 263-K-602

COMMODITY IMPORT GRANT AGREEMENT

Dated: June 30, 1980

Between

the Arab Republic of Egypt ("Grantee")

and

the United States of America, acting through the Agency for
International Development ("A.I.D.").Article 1: The Grant

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to assist the Grantee in meeting a serious foreign exchange shortage, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended,^[1] agrees to grant to the Grantee under the terms of this Agreement, not to exceed Fifty-Five Million United States dollars (\$55,000,000) ("Grant").

Article 2: Conditions Precedent to Disbursement

Section 2.1. Conditions Precedent. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

¹ 75 Stat. 424; 22 U.S.C. § 2151 note.

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms;

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Grantee pursuant to Section 7.2, together with a specimen signature of each person certified as to its authenticity.

Section 2.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 2.1 have been met, it will promptly notify the Grantee.

Section 2.3. Terminal Date for Conditions Precedent. If all the conditions specified in Section 2.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 3: Procurement, Eligibility, and Utilization of Commodities

Section 3.1. A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is

inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 3.2. Eligible Items.

(a) The commodities eligible for financing under this Grant shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Grantee in accordance with Section 7.1 of this Agreement. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Grant. Eligible Items will be subject to the requirements and Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Grantee under this Agreement for the financing of the commodity. In any event, however, the Grantee will be notified through the A.I.D. Mission in the Arab Republic of Egypt of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in Egypt.

Section 3.3. Procurement Source. All Eligible Items shall have their source and origin in the United States of America (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 3.4. Eligibility Date. No commodities or commodity-related services may be financed under this Grant if they were procured pursuant to orders or to contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 3.5. Procurement for Public Sector.

(a) With respect to procurement under this Grant by or for Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

(b) Grantee will undertake to assure that public sector end-users under this Grant establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

Section 3.6. Special Procurement Rules

(a) None of the proceeds of this Grant may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(c) All international air shipments financed under this Grant will be on carriers holding U.S. certification to perform the service, unless shipment would, in the judgment of the Grantee, be delayed an unreasonable time awaiting a U.S.-flag carrier either at point of origin or transshipment. The Grantee must certify to the facts in the vouchers or other documents retained as part of the Grant records.

Section 3.7. Financing Physical Facilities. Not more than \$1,000,000 from the proceeds of this Grant shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any physical facility or related physical facilities without prior A.I.D. approval, additional to the

approvals required by A.I.D. Regulation 1, except as A.I.D. may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 3.8. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters; and

(iii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed

from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market conditions or other circumstances.

(b) Grantee will assure that commodities financed under this Grant will not be reexported in the same or substantially the same form, unless specifically authorized by A.I.D.

(c) Grantee shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written consent of A.I.D.

Section 3.9. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall be in an amount less than Ten Thousand Dollars (\$10,000), except as A.I.D. may otherwise agree in writing. The minimum size of transaction restriction is not applicable for end-use importers.

Article 4: Disbursement

Section 4.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, the Grantee may obtain disbursements of funds under this Grant by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Grantee and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse

the bank or banks on behalf of the Grantee for payments made by the banks to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Grantee and may be financed by this Grant.

Section 4.2. Other Forms of Disbursement Authorizations. Disbursements of the Grant may also be made through such other means as the parties may agree to in writing.

Section 4.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty-six (36) months from the date the Grantee satisfies the Conditions Precedent in Section 2.1, except as A.I.D. may otherwise agree in writing.

Section 4.4. Terminal Date for Disbursement. No disbursement of Grant funds shall be made against documentation received by A.I.D. or any bank described in Section 4.1 after thirty-six (36) months from the date the Grantee satisfies the Conditions Precedent in Section 2.1, except as A.I.D. may otherwise agree in writing.

Section 4.5. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur on the date on which A.I.D. makes a disbursement to the Grantee, or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 4.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, the Grantee shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 3.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 5: General Covenants

Section 5.1. Taxation. This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 5.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Grantee will:

- (a) furnish A.I.D. such reports and information relating to the goods and services financed by this Grant and the performance of Grantee's obligations under this Agreement as A.I.D. may reasonably request;
- (b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such

books and records relating to this Grant as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such periods and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Grant; and

(c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Grant at any point, including the point of use.

Section 5.3. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Grant and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Grant or the discharge of responsibilities under this Agreement.

Section 5.4. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes, or similar payments legally established in the country of the Grantee.

Section 5.5. Periodic Discussions. Periodically, but no less than annually, the Grantee and A.I.D. will meet to discuss the status of the economy, associated economic issues and the relationship of the A.I.D. program to those concerns.

Section 5.6. Private Sector. The Grantee covenants to take all necessary steps to make available to the private sector no less than ten (10) percent of the proceeds of the Grant.

Section 5.7. Use of Local Currency.

(a) Grantee will establish a Special Account in the Central Bank of Egypt and deposit therein currency of the Government of the Arab Republic of Egypt in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Eligible Items. Funds in the Special Account may be used for such purposes as are mutually agreed upon by A.I.D. and the Grantee and as otherwise specified in this Agreement, provided that such portion of the funds in the Special Account shall be made available to meet the requirements of the United States.

(b) Deposits to the Special Account shall become due and payable quarterly upon advice from A.I.D. as to disbursements made under the Agreement. Grantee shall make such deposits at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

(c) Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder shall be disbursed for such purposes as may, subject to applicable law, be agreed to between Grantee and A.I.D.

Section 5.8. Ministry of Education Set Aside. Unless A.I.D. otherwise agrees in writing, to the extent the proceeds of the Grant, of up to approximately Ten Million Dollars (\$10,000,000), set aside for the Egyptian Ministry of Education for the purchase of educational materials and equipment, are not used for this purpose within a period of twelve (12) months from the date of the fulfillment of the Conditions Precedent, such funds will revert to use for general commodity import financing. Funds used for educational equipment and materials will not result in the accrual of proceeds to the Grantee and therefore no counterpart deposit of such funds into the Special Account will be required.

Article 6: Termination; Remedies

Section 6.1. Termination. This Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

Section 6.2. Suspension. If at any time:

(a) Grantee shall fail to comply with any provisions of this Agreement; or

(b) Any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

(c) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Grant will be attained or that the Grantee will be able to perform its obligations under this Agreement; or

(d) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(e) A default shall have occurred under any other agreement between Grantee or any of its agencies and the Government of the United States or any of its agencies; Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through irrevocable commitments to third parties or otherwise, or to the extent that A.I.D. has not made direct reimbursement to the Grantee thereunder, giving prompt notice to Grantee thereafter;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Grant be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of the Arab Republic of Egypt.

Section 6.3. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 6.2, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Grant that is not then disbursed or irrevocably committed to third parties.

Section 6.4. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Grantee to refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Grantee to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement

Section 6.5. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D.

under this Agreement will be construed as a waiver of such rights, powers, or remedies.

Article 7: Miscellaneous

Section 7.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of the Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the offices of the Minister of Economy and the Undersecretary for Economic Cooperation, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 7.3. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement

will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Grantee:

Mail Address: Ministry of Economy
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International
Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice. The Grantee, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

Section 7.4. Information and Marking. The Grantee will give appropriate publicity to the Grant as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this

Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: A. Meguid

NAME: Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for

TITLE: Economic & Financial Affairs
& Minister of Planning,
Finance and Economy

UNITED STATES OF AMERICA

BY: Alfred L. Atherton, Jr.

NAME: Alfred L. Atherton, Jr.

TITLE: Ambassador

PAKISTAN
Trade in Textiles

*Agreements amending the agreement of January 4 and 9, 1978,
as amended.*

Effected by exchange of letters

Signed at Washington June 20 and 25, 1980;

Entered into force June 25, 1980.

And exchange of letters

Signed at Washington June 25, and July 1, 1980;

Entered into force July 1, 1980.

And exchange of letters

Signed at Washington July 3 and 8, 1980;

Entered into force July 8, 1980.

*The Deputy Assistant Secretary of State, Trade and Commercial
Affairs, to the Pakistani Economic Minister*

JUNE 20, 1980

Mr. IHSAN-UL-HAQ

Economic Minister

Embassy of Pakistan

2315 Massachusetts Ave., N.W.

Washington, D.C. 20008

DEAR MR. HAQ:

I refer to paragraph 9 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles, with annexes, effected by exchange of notes January 4 and 9, 1978 as amended [¹] ("the Agreement") and to recent conversations between our Governments concerning the export from Pakistan to the United States of products classified in textile Categories 331 and 340.

On behalf of my Government, I have the honor to propose that the consultation levels for Category 331 and Category 340 each be increased to a level of one million square yards equivalent for the 1980 Agreement Year.

¹ TIAS 9050, 9551, 9661; 29 UST 4096; 30 UST 6255; 31 UST 5124.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
*Deputy Assistant Secretary
Trade and Commercial Affairs*

*The Pakistani Economic Minister to the Deputy Assistant Secretary
of State, Trade and Commercial Affairs*

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



ECONOMIC MINISTER
&
FINANCIAL ADVISER

No. 12(25)-ED/80

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

June 25, 1980

Dear Mr. Kopp,

I refer to your letter of June 20, 1980
proposing that the consultation levels for Category 331
and Category 340 each be increased to a level of one million
square yards equivalent for the 1980 Agreement Year.

2. On behalf of my Government I have the
honour to accept these proposals. Your letter and my
confirmation would constitute an amendment to the Pakistan-
U.S. Textile Agreement.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary,
Trade & Commercial Affairs,
Department of State, # 3831,
Washington, D.C.

71-236 (5)

*The Deputy Assistant Secretary of State, Trade and Commercial
Affairs, to the Pakistani Economic Minister*



DEPARTMENT OF STATE

Washington, D.C. 20520

June 25, 1980

Mr. Ihsan-ul Haq
Economic Minister
Embassy of Pakistan
2315 Massachusetts Ave., N.W.
Washington, D.C. 20008

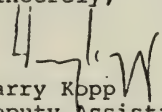
Dear Mr. Haq:

I refer to paragraph 9 (a) of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles, effected by exchange of notes January 4 and 9, 1978, as amended, ("the Agreement") and to your letter of November 20, 1979 concerning exports from Pakistan to the United States of products classified in textile Category 351.

On behalf of my Government, I have the honor to propose that Annex A be amended to establish a designated consultation level of one million square yards equivalent for Category 351.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,


Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs

71-236

⑥

*The Pakistani Economic Minister to the Deputy Assistant Secretary
of State, Trade and Commercial Affairs*

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



ECONOMIC MINISTER
&
FINANCIAL ADVISER

No. F. 12 (25) -ED/80

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON, D.C. 20008

July 1, 1980

Dear Mr. Kopp,

I refer to your letter of June 25, 1980
proposing that Annex A to the Agreement between the United
States and Pakistan relating to Trade in Cotton Textiles
be amended to establish a designated consultation level
of one million square yards equivalent for Category 351.

2. On behalf of my Government I have the honour
to accept this proposal. Your letter and my confirmation
would constitute an amendment to the Agreement.

Yours sincerely,

(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary
for Trade and Commercial Affairs,
Department of State # 3831,
Washington, D.C.

*The Deputy Assistant Secretary of State, Trade and Commercial
Affairs, to the Pakistani Economic Minister*



DEPARTMENT OF STATE

Washington, D.C. 20520

July 3, 1980

Mr. Ihsanul Haq
Economic Minister
Embassy of Pakistan

Dear Mr. Haq:

I refer to paragraph 9 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles with annexes, effected by exchange of notes January 4 and 9, 1978 as amended ("the Agreement") and to your letter of May 14, 1980 concerning exports from Pakistan to the United States of products classified in textile category 342.

On behalf of my Government, I have the honor to propose that the consultation level for Category 342 be increased by 400,000 SYE to a level of 1,100,000 SYE for the 1980 agreement year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

A handwritten signature in dark ink, appearing to read 'H. Kopp', written over a vertical line.

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs

TIAS 9804

*The Pakistani Economic Minister to the Deputy Assistant Secretary
of State, Trade and Commercial Affairs*

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



ECONOMIC MINISTER
&
FINANCIAL ADVISER

No. 12 (25) -ED/80

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON, D.C. 20008


July 8, 1980

Dear Mr. Kopp,

I refer to your letter of July 3, 1980
proposing that the consultation level for Category 342
be increased by 400,000 SYE to a level of 1,100,000 SYE
for the 1980 agreement year.

2. On behalf of my Government I have the
honour to accept this proposal. Your letter and my
confirmation would constitute an amendment to the Agreement
between the United States and Pakistan relating to Trade
in Cotton Textiles.

Yours sincerely,


(Ihsanul Haq)

Mr. Harry Kopp,
Deputy Assistant Secretary
Trade & Commercial Affairs,
Department of State, # 3831,
Washington, D.C.

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of March 25, 1980.

Effectuated by exchange of notes

Signed at Islamabad July 2, 1980;

Entered into force July 2, 1980.

*The American Ambassador to the Pakistani Joint Secretary, Economic
Affairs Division*

EMBASSY OF THE
UNITED STATES OF AMERICA

Islamabad

July 2, 1980

Sir:

I have the honor to refer to the Public Law 480 Title I Agricultural Sales Agreement signed by the representatives of our two Governments on March 25, 1980,^[1] and propose that this Agreement be amended as follows:

In Part II, Item I, Commodity Table, under the appropriate columns:

For soybean/cottonseed oil delete "62,000"

and "\$40.0 million" and insert "100,000"

and "\$50.0 million".

Except as amended hereby, all other terms and conditions of the March 25, 1980 Title I Agreement shall remain the same.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

Arthur W. Hummel, Jr.

Arthur W. Hummel, Jr.
Ambassador

Mr. Humayun Faiz Rasul
Joint Secretary
Economic Affairs Division
Government of Pakistan
Islamabad

¹ TIAS 9782; *ante*, p. 1434.

*The Pakistani Joint Secretary, Economic Affairs Division, to the
American Ambassador*

From: Humayun Faiz Rasul
Joint Secretary

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



Telegram: ECONOMIC
Telex: ECDIV No: 05-634

No.1(16)US-PL-480/79-II,
Government of Pakistan
MINISTRY OF FINANCE AND
ECONOMIC AFFAIRS
(ECONOMIC AFFAIRS DIVISION)

Islamabad, the 2nd July, 1980

Dear Mr. Ambassador,

I have the honour to acknowledge with thanks the receipt of your letter dated July 2, 1980 proposing to amend the PL-480 Title-I Agreement of March 25, 1980, to provide an additional amount of \$ 10 million for the purchase of soybean/cottonseed oil.

2. The text of your letter under reference is reproduced below:

"I have the honor to refer to the Public Law 480 Title I Agricultural Sales Agreement signed by the representatives of our two Governments on March 25, 1980, and propose that this Agreement be amended as follows:

In Part II, Item I, Commodity Table,
under the appropriate columns:

For soybean/cottonseed oil delete
"62,000" and "\$40.0 million" and
insert "100,000" and "\$50.0 million".

Except as amended hereby, all other terms and conditions of the March 25, 1980 Title I Agreement shall remain the same.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement

TIAS 9805

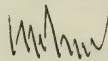
between our two Governments effective on the
date of your note in reply.

Please accept the renewed assurances of my
highest consideration."

3. I write to concur in the contents of your letter
and to confirm that this exchange of letters between us
shall constitute an agreement between our two Governments.

With kind regards,

Yours sincerely,



(HUMAYUN FAIZ RASUL)

H.E.Mr. Arthur W.Hummel, Jr.
Ambassador of the United States
of America,
ISLAMABAD.

EGYPT

Commodity Imports: Loan No. 263-K-054

*Agreement signed at Cairo June 30, 1980;
Entered into force June 30, 1980.*

A.I.D. Loan No. 263-K-054

LOAN AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORTS

DATED: June 30, 1980

TIAS 9806

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A.I.D. Loan No. 263-K-054

COMMODITY IMPORT LOAN AGREEMENT

Dated: June 30, 1980

Between

the Arab Republic of Egypt ("Borrower")

and

the United States of America, acting through the Agency for
International Development ("A.I.D.").Article 1: The Loan

To finance the foreign exchange costs of certain commodities and commodity-related services ("Eligible Items") necessary to assist the Borrower in meeting a serious foreign exchange shortage, achieving development objectives and improving the standard of living, the United States, pursuant to the Foreign Assistance Act of 1961, as amended, ^[1] agrees to lend to the Borrower under the terms of this Agreement, not to exceed Two Hundred Fifty Million United States dollars (\$250,000,000) ("Loan"). The aggregate amount of disbursements under this Loan is referred to as "Principal."

Article 2: Loan Terms

Section 2.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the

¹ 75 Stat. 424; 22 U.S.C. § 2151 note.

rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5.5) of each respective disbursement, and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Section 2.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 2.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 2.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in United States dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 2.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

Section 2.5. Renegotiation of Terms.

(a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of the country of the Borrower, which enable the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 8.3., and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 8.3, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under Subsection (c). The negotiations

will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Minister of Economy, Foreign Trade and Economic Cooperation in the Arab Republic of Egypt.

Section 2.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Article 3: Conditions Precedent to Disbursement

Section 3.1. Conditions Precedent. Prior to the first disbursement under this Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Borrower pursuant to Section 8.2, together with a specimen signature of each person certified as to its authenticity.

Section 3.2. Notification. When A.I.D. has determined that the conditions precedent specified in Section 3.1 have been met, it will promptly notify the Borrower.

Section 3.3. Terminal Date for Conditions Precedent. If all the conditions specified in Section 3.1 have not been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Borrower.

Article 4: Procurement, Eligibility, and Utilization of Commodities

Section 4.1. A.I.D. Regulation 1. This Loan and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

Section 4.2. Eligible Items.

(a) The commodities eligible for financing under this Loan shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Borrower in accordance with Section 8.1 of this Agreement. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Loan. Eligible Items will be subject to the requirements and

Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Loan or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete certain commodity categories or items within commodity categories described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Borrower under this Agreement for the financing of the commodity. In any event, however, the Borrower will be notified through the A.I.D. Mission in its country of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in the importing country.

Section 4.3. Procurement Source. All Eligible Items shall have their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book) except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing.

Section 4.4. Eligibility Date. No commodities or commodity-related services may be financed under the Loan if they were procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as A.I.D. may otherwise agree in writing.

Section 4.5. Procurement for Public Sector.

(a) With respect to procurement under this Loan by or for Borrower, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

(b) Borrower will undertake to assure that public sector and end-users under this Loan establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

Section 4.6. Special Procurement Rules.

(a) None of the proceeds of this Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor

vehicles unless such motor vehicles are manufactured in the United States, except as A.I.D. may otherwise agree in writing.

(b) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

Section 4.7. Financing Physical Facilities. Not more than \$1,000,000 from the proceeds of this Loan shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of a physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1, except as A.I.D. may otherwise agree in writing. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity, and ownership, constitute a single enterprise in the judgment of A.I.D.

Section 4.8. Utilization of Commodities.

(a) Borrower will assure that commodities financed under this Loan will be effectively used for the purposes for which the assistance is made available. To this end, the Borrower will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities; commodity imports are promptly processed through customs at ports of entry; such commodities are removed from customs

and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters, and

(iii) the commodities are consumed or used by the importer not later than one (1) year from the date the commodities are removed from customs, unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market conditions or other circumstances.

(b) Borrower will assure that commodities financed under this Loan will not be reexported in the same or substantially the same form, unless specifically authorized by A.I.D.

(c) Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written consent of A.I.D.

Section 4.9. Minimum Size of Transactions. No foreign exchange allocation or letter of credit issued pursuant to this Agreement shall

be in an amount less than Ten Thousand Dollars (\$10,000), except as A.I.D. may otherwise agree in writing. The minimum size of transactions restriction is not applicable for end-use importers.

Article 5: Disbursement

Section 5.1. Letters of Commitment to Banks. After satisfaction of the conditions precedent, Borrower may obtain disbursements of funds under this Loan by submitting Financing Requests to A.I.D. for the issuance of letters of commitment for specified amounts to one or more banking institutions in the United States designated by Borrower and satisfactory to A.I.D. Such letters will commit A.I.D. to reimburse the bank or banks on behalf of the Borrower for payments made by them to suppliers or contractors, under letters of credit or otherwise, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Borrower and may be financed by this Loan.

Section 5.2. Other Forms of Disbursement Authorizations. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

Section 5.3. Terminal Date for Requests for Disbursement Authorizations. No letter of commitment or other disbursement authorization will be issued in response to a request received after thirty-six (36) months

from the date the Borrower satisfies the Conditions Precedent in Section 3.1, except as A.I.D. may otherwise agree in writing.

Section 5.4. Terminal Date for Disbursement. No disbursement of Loan funds shall be made against documentation received by A.I.D. or any bank described in Section 5.1 after thirty-six (36) months from the date the Borrower satisfies the Conditions Precedent in Section 3.1, except as A.I.D. may otherwise agree in writing.

Section 5.5. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment or other form of disbursement authorization.

Section 5.6. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, Borrower shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.8 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

Article 6: General Covenants

Section 6.1. Taxation. This Agreement and the Loan will be free from, and the Principal and interest will be paid free from, any taxation or fees imposed under laws in effect in the Arab Republic of Egypt.

Section 6.2. Reports and Records. In addition to the requirements in A.I.D. Regulation 1, the Borrower will:

- (a) furnish A.I.D. such reports and information relating to the goods and services financed by this Loan and the performance of Borrower's obligations under this Agreement as A.I.D. may reasonably request;
- (b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, such books and records relating to this Loan as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. or any of its authorized representatives for such period and at such times as A.I.D. may reasonably require, and shall be maintained for three years after the date of last disbursement by A.I.D. under this Loan; and
- (c) permit A.I.D. or any of its authorized representatives at all reasonable times during the three-year period to inspect the commodities financed under this Loan at any point, including the point of use.

Section 6.3. Completeness of Information. The Borrower confirms:

- (a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with

A.I.D. on the Loan, are accurate and complete, and include all facts and circumstances that might materially affect the Loan and the discharge of responsibilities under this Agreement; and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Loan or the discharge of responsibilities under this Agreement.

Section 6.4. Other Payments. Borrower affirms that no payments have been or will be received by any official of the Borrower in connection with the procurement of goods or services financed under the Loan, except fees, taxes, or similar payments legally established in the country of the Borrower.

Section 6.5. Periodic Discussions. Periodically, but no less than annually, the Borrower and A.I.D. will meet to discuss the status of the economy, associated economic issues and the relationship of the A.I.D. program to those concerns.

Section 6.6. Private Sector. The Borrower covenants to take all necessary steps to make available to the private sector no less than ten (10) percent of the proceeds of the Loan.

Section 6.7. Fertilizer and Related Issues. The Borrower covenants to develop and implement plans to increase the availability of fertilizer, to address the associated economic issues and to consult with A.I.D. on the relationship of the A.I.D. program to those issues.

TIAS 9806

Article 7: Termination; Remedies

Section 7.1. Cancellation by Borrower. The Borrower may, by giving A.I.D. 30 days written notice, cancel any part of the Loan which has not been disbursed or committed for disbursement to third parties.

Section 7.2. Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

- (a) to pay when due any interest or installment of Principal required under this Agreement, or
- (b) to comply with any other provision of this Agreement, or
- (c) to pay when due any interest or installment of Principal or other payment required under any other loan, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies.

If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time:

- (1) such unrepaid Principal and accrued interest hereunder will be due and payable immediately, and
- (2) the amount of any further disbursements made pursuant to then outstanding commitments to third parties or otherwise will become due and payable as soon as made.

Section 7.3. Suspension. If at any time:

(a) An Event of Default has occurred; or

(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(d) The Borrower shall have failed to pay when due any interest, installment of Principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies; Then, in addition to remedies provided in A.I.D. Regulation 1, A.I.D. may:

(1) suspend or cancel outstanding commitment documents to the extent they have not been utilized through irrevocable commitments to third parties or otherwise, giving prompt notice thereof to the Borrower;

(2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and

(3) at A.I.D.'s expense, direct that title to goods financed under the Loan be vested in A.I.D. if the goods are in a deliverable state and have not been offloaded in ports of entry of Borrower's country. Any disbursement made under the Loan with respect to such transferred goods will be deducted from Principal.

Section 7.4. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed or irrevocably committed to third parties.

Section 7.5. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

Section 7.6. Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of United States law, or is not made or used in accordance with the terms of this Agreement, A.I.D. may require the Borrower to refund the amount of such disbursement in U.S. dollars to A.I.D. within thirty (30) days after receipt of request therefor. Refunds paid by the Borrower to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement and shall be available for reuse under the Agreement if authorized by A.I.D. in writing. Any refund which reduces the amount of A.I.D. assistance hereunder will be applied to the installments of Principal in the inverse order of their maturity.

(b) The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

Section 7.7. Nonwaiver of Remedies. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement will be construed as a waiver of such rights, powers, or remedies.

Article 8: Miscellaneous

Section 8.1. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters and Commodity Procurement Instructions describing the procedures applicable to the implementation of this Agreement. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the offices of the Minister of Economy and the Undersecretary for Economic Cooperation, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt, each of whom, by written notice, may designate additional representatives. The names of the representatives of the Borrower, with

specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Borrower:

Mail Address: Ministry of Economy
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

To A.I.D.:

Mail Address: United States Agency for International
Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy
Cairo, Egypt

All such communications will be in English unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon giving of notice. The Borrower, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

Section 8.4. Information and Marking. The Borrower will give appropriate publicity to the Loan as a program to which the United States has contributed, and mark goods financed by A.I.D., as described in Implementation Letters.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its duly authorized representative have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: A. Meguid

NAME: Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for

TITLE: Economic & Financial Affairs
& Minister of Planning,
Finance and Economy

UNITED STATES OF AMERICA

BY: Alfred J. Atherton, Jr.

NAME: Alfred J. Atherton, Jr.

TITLE: Ambassador

INTERNATIONAL SUGAR ORGANIZATION

Reimbursement of Income Taxes

*Agreement effected by exchange of letters
Signed at London July 10, 1980;
Entered into force July 10, 1980;
Effective January 1, 1980.*

*The American Ambassador to the Executive Director, International
Sugar Organization*

EMBASSY OF THE UNITED STATES OF AMERICA
LONDON

July 10, 1980

Mr. William K. Miller
Executive Director
International Sugar Organization
Haymarket House
28 Haymarket
London SW1Y 4SP

Dear Mr. Miller:

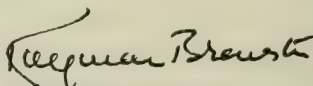
I have been authorized to inform you that the United States Government can reimburse the International Sugar Organization for the sums utilized to reimburse personnel subject to payment of U.S. income tax in order to equalize the remuneration of such personnel and that of staff members of the ISO not subject to national taxes. To do this, I propose below a formal agreement establishing the procedure:

"The United States Government understands that the International Sugar Organization (ISO) will reimburse ISO staff members who are U.S. citizens, or otherwise liable to pay us income taxes, for any U.S. income taxes paid on their ISO income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the ISO to compensate this special suspense account. This charge will cover actual reimbursements made by the ISO to employees subject to U.S. income taxes. This agreement does not cover employees paid from voluntary funds.

"This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

Your concurrence in the above text by letter will constitute the agreement between the United States and the International Sugar Organization formalizing the tax reimbursement procedure which will enter into force as of January 1, 1980.

Sincerely

A handwritten signature in dark ink, appearing to read "Kingman Brewster". The signature is fluid and cursive, with the first name "Kingman" written in a larger, more prominent script than the last name "Brewster".

Kingman Brewster
Ambassador

*The Executive Director, International Sugar Organization, to the
American Ambassador*

INTERNATIONAL SUGAR ORGANIZATION

28, HAYMARKET, LONDON, SW1Y 4SP

EXECUTIVE DIRECTOR.

July 10, 1980

Dear Ambassador Brewster:

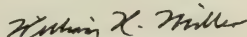
Thank you for your letter of July 10, 1980 proposing a formal agreement by which the United States Government will compensate the International Sugar Organization for the sums utilized to reimburse the U.S. income taxes incurred by its staff members paid under its regular budget. The proposed agreement is set out in the following text:

"The United States Government understands that the International Sugar Organization (ISO) will reimburse ISO staff members who are U.S. citizens, or otherwise liable to pay us income taxes, for any U.S. income taxes paid on their ISO income through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the ISO to compensate this special suspense account. This charge will cover actual reimbursements made by the ISO to employees subject to U.S. income taxes. This agreement does not cover employees paid from voluntary funds.

"This agreement may be terminated by either party. Termination shall take effect one year from the date that notice of termination is given."

I am happy to indicate my concurrence in the above text, on the understanding that it concerns all U.S. income taxes levied on ISO income, and my acceptance that this exchange of letters constitutes the agreement between the United States Government and the International Sugar Organization formalizing the tax reimbursements procedure which will enter into force as of January 1, 1980.

Sincerely,



William K. Miller

Ambassador Kingman Brewster,
Embassy of the United States of America,
Grosvenor Square,
London, W1A 1AE.

TELEPHONE: 01-930 3666

TELEX: 64143

TELEGRAMS: INTERSUGAR LONDON SW1

TIAS 9807

EGYPT

Privileges and Immunities for Military Personnel

*Agreement effected by exchange of notes
Signed at Cairo June 25 and July 15, 1980;
Entered into force July 15, 1980.*

*The American Ambassador to the Egyptian Deputy Prime Minister
and Minister of Foreign Affairs*

Embassy of the
United States of America

Cairo, June 25, 1980

No. 964

Excellency:

I have the honor to refer to recent discussions between our two Governments concerning the approximately 560 U.S. military personnel expected to arrive in Egypt beginning on or about June 15, 1980 in connection with the joint Egyptian-United States Air Force training exercise announced on June 12, 1980. In order to provide for the legal status of these personnel while in Egypt, I propose that pending the negotiation of a comprehensive agreement between our two Governments on the legal status of various categories of U.S. military personnel and accompanying civilian personnel in Egypt, they be accorded the same privileges, immunities and treatment as provided to the special United States Force assigned to the clearance of mines and unexploded ordnance from the Suez Canal under the exchange of notes dated April 13 and 25, 1974, as amended.^[1]

His Excellency

General Kamal Hassan Ali

Deputy Prime Minister and

Minister of Foreign Affairs

Arab Republic of Egypt

Cairo

¹ TIAS 7882, 8169, 8989; 25 UST 1474; 26 UST 2517; 29 UST 2934.

If the foregoing is acceptable to the Government of the Arab Republic of Egypt, I have the honor to propose that this note and your note in reply confirming acceptance will constitute an agreement between our respective Governments effective from the date of first arrival of these U.S. military personnel in Egypt.

Accept, Excellency, the assurance of my highest consideration.

Alfred G. C. Gordon.



*The Egyptian Deputy Prime Minister and Minister of Foreign Affairs
to the American Ambassador*

MINISTRY
OF FOREIGN AFFAIRS

Note No. 2148

15.7.1980.

Excellency:

I have the honour to acknowledge receipt of your Excellency's Note of 25th June which reads as follows:

" I have the honor to refer to recent discussions between our two Governments concerning the approximately 560 U.S. military personnel expected to arrive in Egypt beginning on or about June 15, 1980 in connection with the joint Egyptian-United States Air Force training exercise announced on June 12, 1980. In order to provide for the legal status of these personnel while in Egypt, I propose that pending the negotiation of a comprehensive agreement between our two Governments on the legal status of various categories of U.S. military personnel and accompanying civilian personnel in Egypt, they be accorded the same privileges, immunities and treatment as provided to the clearance of mines and unexploded ordnance from the Suez Canal under the exchange of notes dated April 13 and 25, 1974, as amended.

If the foregoing is acceptable to the Government of the Arab Republic of Egypt, I have the honor to propose that this note and your note in reply confirming acceptance will constitute an agreement between our respective Governments

effective from the date of first arrival of these U.S.
military personnel in Egypt."

In reply, I have the honour to inform you that the foregoing proposals are acceptable to the Government of Egypt and that your Note and the present reply shall constitute an agreement between our two Governments to be effective from the date of the first arrival of these U.S. military personnel in Egypt.

KAMAL HASSAN ALY

K. H. Aly

DEPUTY PRIME MINISTER AND MINISTER
OF FOREIGN AFFAIRES



His Excellency Ambassador Alfred Atherton
Ambassador Extraordinary
and plenipotentiary
to the Embassy of the
United States of America

COLOMBIA

Criminal Investigations

*Agreement effected by exchange of letters
Signed at Washington July 7 and 15, 1980;
Entered into force July 15, 1980.*

*The Colombian Ambassador to the Assistant Attorney General,
Criminal Division*

EMBAJADA DE COLOMBIA

WASHINGTON, D. C.

July 7, 1980

No. 2975

The Honorable
Phillip B. Heymann
Assistant Attorney General
Criminal Division
U.S. Department of Justice
Washington, D.C. 20530

Dear Mr. Heymann:

I have the honor to refer to the Agreement on Procedures for Mutual Assistance in the Administration of Justice in Connection with the Lockheed Aircraft Corporation Matter, signed in Washington on the 22nd day of April, 1976.^[1] The Procurador General de la Nación requests that the operation of the Agreement be extended to include alleged illicit acts pertaining to the activities in Colombia of Textron, Inc., and its subsidiaries or affiliates.

The Government of Colombia undertakes to exchange information relating to Textron, Inc., under the same terms and conditions of those contained in the aforementioned Agreement.

Please accept the assurances of my highest consideration.

Sincerely,

Virgilio Barco,
Colombian Ambassador

¹ TIAS 8244; 27 UST 1059.

*The Assistant Attorney General, Criminal Division, to the Colombian
Ambassador*



United States Department of Justice

ASSISTANT ATTORNEY GENERAL
CRIMINAL DIVISION
WASHINGTON, D.C. 20530

JUL 15 1980

Honorable Virgilio Barco
Ambassador of Colombia
Embassy of Colombia
Washington, D.C. 20008

Dear Mr. Ambassador:

I have the honor to refer to your letter of July 7, 1980, which states in pertinent part:

"I have the honor to refer to the Agreement on Procedures for Mutual Assistance in the Administration of Justice in Connection with the Lockheed Aircraft Corporation Matter, signed in Washington on the 22nd day of April, 1976. The Procurador General de la Nacion requests that the operation of the Agreement be extended to include alleged illicit acts pertaining to the activities in Colombia of Textron, Inc., and its subsidiaries or affiliates.

The Government of Colombia undertakes to exchange information relating to Textron, Inc., under the same terms and conditions of those contained in the aforementioned Agreement."

The United States Department of Justice agrees, effective today, to extend the Agreement of April 22, 1976, to include the activities of Textron, Inc., as requested in your letter.

Please accept the assurances of my highest consideration.

Sincerely,

Philip B. Heymann
Assistant Attorney General
Criminal Division

By:

A handwritten signature in dark ink, appearing to read "Mark M. Richard".

Mark M. Richard
Deputy Assistant Attorney General
Criminal Division

TURKEY

Criminal Investigations

*Agreement extending the agreements of July 8, 1976
and June 18 and 26, 1979, as extended.*

Effected by exchange of letters

Signed at Washington July 8 and 15, 1980;

Entered into force July 15, 1980;

Effective July 8, 1980.

*The Turkish Ambassador to the Assistant Attorney General, Criminal
Division*

TURKISH EMBASSY

WASHINGTON, D. C.

Ref: 248.002/1326/30

July 8, 1980

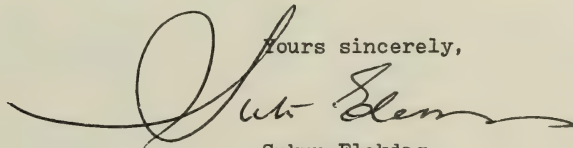
Mr. Philip Heymann
Assistant Attorney General
Criminal Division
Department of Justice
Room # 2107
Washington, D.C. 20530

Dear Mr. Heymann,

I have the honour to request, upon the instructions of my Government, the extension of the "Agreement on Procedures for Mutual Assistance in the Administration of Justice in Connection with the Lockheed Aircraft Corporation and the McDonnell Douglas Corporation Matters" dated July 8, 1976^[1] and extended and amended through the exchange of letters of December 21, 1978^[2] (of the Turkish Embassy) and June 26, 1979^[3] (of the Department of Justice), to apply as well to alleged illicit acts pertaining to the activities in Turkey of the International Telephone and Telegraph Corporation and its subsidiaries and/or affiliates, for another year, starting as of July 8, 1980.

If the above request is acceptable, I have the honour to propose that this letter, together with your acknowledgement shall constitute an agreement to extend the original agreement as amended for an additional year.

Yours sincerely,



Sukru Elekdağ
Ambassador of the
Turkish Republic

¹ TIAS 8371, 9006; 27 UST 3419; 29 UST 3203.

² Not printed.

³ TIAS 9539, 9540; 30 UST 6072, 6076.

*The Assistant Attorney General, Criminal Division, to the Turkish
Ambassador*



United States Department of Justice

ASSISTANT ATTORNEY GENERAL
CRIMINAL DIVISION
WASHINGTON, D.C. 20530

JUL 15 1980

Honorable Sukru Elekdag
Ambassador of Turkey
Embassy of Turkey
Washington, D.C.

Dear Mr. Ambassador:

I have the honor to refer to your letter of July 8, 1980, which states in pertinent part as follows:

"I have the honor to request, upon the instructions of my Government, the extension of the "Agreement on Procedures for Mutual Assistance in the Administration of Justice in Connection with the Lockheed Aircraft Corporation and the McDonnell Douglas Corporation Matters" dated July 8, 1976, and extended and amended through the exchange of letters of December 21, 1978 (of the Turkish Embassy) and June 26, 1979 (of the Department of Justice), to apply as well to alleged illicit acts pertaining to the activities in Turkey of the International Telephone and Telegraph Corporation and its subsidiaries and/or affiliates, for another year, starting as of July 8, 1980.

If the above request is acceptable, I have the honour to propose that this letter, together with your acknowledgement shall constitute an agreement to extend the original agreement as amended for an additional year."

The United States Department of Justice accepts your proposal to extend the Agreement of July 8, 1976, as amended, for an additional year. This letter and your letter of July 8, 1980, shall constitute an agreement to that end, effective today.

Sincerely,

Philip B. Heymann
Assistant Attorney General
Criminal Division

By:

A handwritten signature in dark ink, appearing to read "Mark M. Richard".

Mark M. Richard
Deputy Assistant Attorney General
Criminal Division

MAURITIUS
Agricultural Commodities

*Agreement signed at Port Louis July 11, 1980;
Entered into force July 11, 1980.
With minutes of negotiation.*

AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF MAURITIUS
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480, TITLE I ^[1] PROGRAM

The Government of the United States of America and the Government of Mauritius agree to the sale of commodities specified below. This agreement shall consist of the preamble ^[2] and Parts I and III of the Title I agreement signed on June 29, 1979 together with the following Part II.

Part II - Particular Provisions:

Item I. Commodity Table:

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE QUANTITIES (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
RICE	1980	8,000	Dols. 2.8
TOTAL			Dols. 2.8

Item II. Payment Terms: Dollar Credit:

- A. Initial Payment - 5 Percent.
- B. Currency Use Payment - None.
- C. Number of Installment Payments - Nineteen (19).
- D. Amount of each Installment Payment - Approximate Equal Annual Amounts.

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

² TIAS 9541; 30 UST 6079.

- E. Due date of First Installment Payment - Two (2) years after the date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - Three (3) Percent throughout credit period.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
-- -- -- --	1980	60,000
RICE		

Item IV. Export Limitations:

- A. The export limitation period shall be U.S. Fiscal Year 1980 and/or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A(4) of this agreement, the commodities which may not be exported are: for rice -- rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

- A. In implementing the following self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

- B. . . The Government of Mauritius agrees to:
1. Continue to encourage agricultural diversification by:
 - A. Expanding applied research in food crop production and intercropping;
 - B. Promoting tea production;
 - C. Providing credit and extension services for the diversified crops;
 - D. Improving the marketing and storage systems for diversified crops; and
 - E. Developing programs to make domestically produced agricultural products more attractive relative to imported foods especially rice and wheat flour.
 2. Promote the use of the country's sea resources by:
 - A. Improving storage and marketing facilities for fish; and
 - B. Stimulating research to determine how to best use and conserve the country's sea resources.
 3. Formulate both short and long-term development plans for Rodrigues which emphasize participation by residents in utilization of agricultural land.

Item VI. Economic Development purposes for which proceeds accruing to importing country are to be used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: Agriculture, Rural development, and Population Planning and Nutrition.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country, particularly on the island of Rodrigues and other lower income areas of the country.

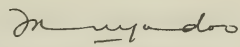
In witness whereof, the respective representatives duly authorized for the purpose, have signed the present agreement. Done at Port Louis, Mauritius, in duplicate, this 11th day of July 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF MAURITIUS

By:  Robert C.F. Gordon

Title: Ambassador


By: Sir Veerasamy Ringadoo

Title: Minister of Finance

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED
PL 480 TITLE I FY1980 RICE SALES AGREEMENT

Date: 7 July 1980, 0930 hours

Place: Ministry of Finance, Port Louis, Mauritius

Attending:

For the Government of Mauritius:

Mr. M. Baguant	Financial Secretary Ministry of Finance
Mr. L. Purmessur	Permanent Secretary Ministry of Agriculture
Mr. R. Maugendre	Principal Assistant Secretary Ministry of Commerce and Industry
Mr. G. W. Adolphe	Trade Advisor Ministry of Finance
Mr. D. Dusoruth	Senior Economist, Ministry of Economic Planning and Development
Mr. Wong So	Economist, Ministry of Economic Planning and Development
Mr. G. Tsang Mang Kin	First Secretary Ministry of External Affairs
Mr. Seebaluck	Administrative Officer Ministry of Finance
Mr. P. Ujoodha	Economist Ministry of Finance

For the Government of the United States of America:

Mr. Thomas J. Burke	Deputy Chief of Mission American Embassy, Port Louis
Mr. H. Peters Strong	Regional PL 480 Officer U.S. Regional Economic Development Service Office, Nairobi

The purpose of the meeting was the negotiation between representatives of the Government of Mauritius and the Government of the United States of America for a Fiscal Year 1980 rice sales agreement for \$2.8 million under the PL 480 Title I program.

The following points were discussed:

1. The U.S. negotiating team explained that:

A. A report on the Government of Mauritius progress in implementing the self-help initiatives under the 1979 agreement is required together with a report on the utilization of the sales proceeds. Completion of these reports in a timely manner together with quarterly compliance reports regarding progress towards meeting the Usual Marketing Requirements (UMR) are an important part of the agreement and their timely submission is significant in the consideration for subsequent agreements;

B. Upon signing of the agreement the Government of Mauritius should act expeditiously in all matters pertaining to the purchase and delivery of the commodity stated in the agreement in order to comply with the supply period of the agreement (U.S. Fiscal Year 1980, i.e. 1 October 1979 through 30 September 1980). This includes but is not limited to: 1) the opening of letters of credit in favor of the supplier(s) of commodity and ocean transport for 100 percent of commodity and transport costs; 2) Government of Mauritius Embassy in Washington and/or any delegation sent to Washington for the purpose of implementing this agreement have full authorization or can expeditiously receive authorization to conclude all arrangements under this agreement; 3) request in writing a Purchase Authorization from the United States Department of Agriculture (USDA) for commodity under the agreement; 4) the issuance of an invitation for bids (IFB's) publicly advertised in the United States after approval of the IFB's by USDA; 5) all bid offerings must be received and publicly opened in the United States; 6) all awards under invitations to bid will be consistent with open, competitive and responsive bid procedures;

C. Commissions, fees or other payments to selling/shipping agents are prohibited in the purchase of food commodities under the agreement;

D. The Government of the United States insists that in the use of the resources made available through this agreement that 1) specific emphasis should be placed upon the implementation of the self-help measures of the agreement so as to contribute directly to development progress in the rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture; and 2) the use of the sales proceeds will be for purposes which directly improve the lives of the poorest people and their capacity to participate in the development of their own country. Particular attention is to be given to assisting small farmers by providing incentives to increase food production. This applies particularly to farmers on Rodrigues and other outer islands;

E. If commodity prices increase over that calculated, i.e. 8,000 mt rice at \$2.8 million, the quantity of rice to be financed under the agreement will be less than 8,000 mt. However, should actual prices be lower at the time of purchase, the Government of Mauritius may purchase up to \$2.8 million worth of rice.

2. Negotiators for the Government of Mauritius explained that:

A. The actual receiving, storage and distribution points and channels for rice under this agreement. Prices, independent of landed costs, to wholesalers, retailers and consumer are fixed, publicly posted and universally known to all consumers. The Government of Mauritius will be responsible for the import and primary storage of rice under the agreement. Private wholesale and retail merchants market rice imported by the Government. Private importers may also obtain import licenses and compete with government sales. However, the Government of Mauritius is responsible for providing an adequate daily supply of rice to the total population at reasonable prices within the range of the lowest income group including the people of Rodrigues. The Government of Mauritius through its Ministry of Price and Consumer Protection and Office of Supply assure adherence to established price and distribution procedures. A sophisticated computerized data processing system assists in monitoring rice allocations which together with other controls eliminates potentials for rice marketing outside of established channels. Fines and other penalties are imposed for violations.

B. Appropriate offices of the Government would expeditiously relay to its Embassy in Washington 1) all instructions, information and authority necessary to enable timely implementation of the agreement, including commodity specifications, 2) contracting and delivery periods, 3) names and addresses of banks handling transactions, 4) authority to request and sign purchase authorizations and other necessary documents, 5) complete instructions regarding arrangements for purchasing and/or shipping agents, if applicable, and 6) instructions to contact the Program Operations Division, Office of the General Sales Manager, U.S. Department of Agriculture, regarding the foregoing.

3. The negotiators for the Government of Mauritius assured that operable letters of credit for both commodity and freight will be opened and confirmed by designated U.S. banks immediately after contracting under each PA and before vessels arrive at loading port.

Initialled:

For the Government of Mauritius

Date 11 July 1980

Sir Veerasamy Ringadoo
Minister of Finance

For the Government of the United States of America

Date 11 July 1980

Robert C.F. Gordon
Ambassador

FRANCE

Double Taxation: Taxes on Estates, Inheritance and Gifts

*Convention signed at Washington November 24, 1978;
Transmitted by the President of the United States of America
to the Senate February 9, 1979 (S. Ex. J, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations
June 15, 1979 (S. Ex. Rep. No. 96-3, 96th Cong., 1st
Sess.);
Advice and consent to ratification by the Senate July 9, 1979;
Ratified by the President July 30, 1979;
Ratified by France July 24, 1980;
Ratifications exchanged at Paris August 7, 1980;
Proclaimed by the President September 9, 1980;
Entered into force October 1, 1980.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the French Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Estates, Inheritances, and Gifts was signed at Washington on November 24, 1978, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of July 9, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on July 30, 1979, in pursuance of the advice and consent of the Senate, and was ratified on the part of the French Republic on July 24, 1980;

It is provided in Article 19 of the Convention that the Convention shall enter into force the first day of the second month following the month in which the exchange of the instruments of ratification takes place;

The instruments of ratification of the Convention were exchanged at Paris on August 7, 1980, and accordingly the Convention enters into force on October 1, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Convention to the end that it shall be observed and fulfilled with good faith on and after October 1, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this ninth day of September in the year of our Lord one thousand nine hundred eighty and of [SEAL] the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:

EDMUND S. MUSKIE

Secretary of State

CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE FRENCH REPUBLIC
FOR THE AVOIDANCE OF DOUBLE TAXATION
AND THE PREVENTION OF FISCAL EVASION
WITH RESPECT TO TAXES
ON ESTATES, INHERITANCES, AND GIFTS

The President of the United States of America and the President of the French Republic, desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates, inheritances, and gifts, have appointed for that purpose as their respective plenipotentiaries:

The President of the United States of America: The Honorable George S. Vest, Assistant Secretary of State for European Affairs,

The President of the French Republic: His Excellency François de Laboulaye, Ambassador of France,

who having communicated to each other their full powers, found in good and due form, have agreed upon the following provisions.

CHAPTER I

SCOPE OF THE CONVENTION

Article 1

Estates and Gifts Covered

(1) This Convention shall apply to estates of decedents whose domicile at death was in France and to estates of decedents which are subject to the taxing jurisdiction of the United States by reason of the decedent's domicile therein or citizenship thereof at death.

(2) This Convention shall also apply to gifts of donors whose domicile at the time of making a gift was in France, and to gifts which are subject to the taxing jurisdiction of the United States by reason of the donor's domicile therein or citizenship thereof at the time of making of a gift.

(3) A person who at the time of death or the making of a gift was a resident of a possession of the United States and who acquired United States citizenship solely by reason of (a) his being a citizen of such possession, or (b) his birth or residence within such possession, shall be considered as having been neither domiciled in nor a citizen of the United States for purposes of this Convention.

Article 2

Taxes Covered

(1) This Convention shall apply to:

(a) In the case of the United States: the Federal gift tax and the Federal estate tax, including the tax on generation-skipping transfers; and

(b) In the case of France: the duty on gifts and the duty levied on succession.

(2) This Convention shall also apply to any identical or substantially similar taxes on estates, inheritances, and gifts which are subsequently imposed by a Contracting State in addition to, or in place of, the existing taxes.

(3) The competent authorities of the Contracting States shall notify each other of any substantial changes which have been made in their respective laws relating to taxes on estates, inheritances, and gifts.

CHAPTER II

DEFINITIONS

Article 3

General Definitions

(1) In this Convention:

(a) The terms "Contracting State" and "other Contracting State" mean the United States or France, as the context requires.

(b) The term "United States" means the United States of America and, when used in a geographical sense, means the states thereof and the District of Columbia. Such term also includes any area outside the States and the District of Columbia which is, in accordance with international law, an area within which the United States may exercise rights with respect to the natural resources of the seabed and sub-soil.

(c) The term "France" means the French Republic and, when used in a geographical sense, means the European and Overseas departments of the French Republic. Such term also includes any area outside those departments which is, in accordance with international law, an area within which France may exercise rights with respect to the natural resources of the seabed and sub-soil.

(d) The term "enterprise" means a commercial or industrial enterprise carried on by an individual domiciled in a Contracting State.

(e) Except where expressly stated to the contrary, the term "tax" means the tax or taxes referred to in Article 2 which are imposed by the Contracting State (or Contracting States) as indicated by the context of the term's usage.

(f) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate, and

(ii) In the case of France, the Minister of Budget or his delegate.

(2) Any term not otherwise defined in this Convention shall, unless the context otherwise requires, have the meaning which it has under the tax laws of the Contracting State whose tax is being determined. However, if the meaning of such a term under the laws of one of the

Contracting States is different from the meaning of the term under the laws of the other Contracting State, the Contracting States may, in order to prevent double taxation or to further any other purpose of this Convention, establish a common meaning of the term for purposes of this Convention.

Article 4

Fiscal Domicile

(1) For the purpose of this Convention, the question whether an individual was domiciled in one of the Contracting States shall be determined according to the law of that State.

(2) Where by reason of the provisions of paragraph (1) an individual was domiciled in both Contracting States, then this case shall be determined in accordance with the following rules:

(a) He shall be deemed to have been domiciled in the Contracting State in which he maintained his permanent home;

(b) If he had a permanent home in both Contracting States or in neither of the Contracting States, his domicile shall be deemed to be in the Contracting State with which his personal relations were closest (center of vital interests);

(c) If the Contracting State in which he had his center of vital interests cannot be determined, his domicile shall be deemed to be in the Contracting State in which he had an habitual abode;

(d) If he had an habitual abode in both Contracting States or in neither of the Contracting States, his domicile shall be deemed to be in the Contracting State of which he was a citizen; or

(e) If he was a citizen of both Contracting States or of neither of them, the competent authorities of the Contracting States shall determine the Contracting State of his domicile by mutual agreement.

(3) (a) Notwithstanding the provisions of paragraph (2), an individual who at the time of his death or the making of a gift was a citizen of one of the Contracting States without being a citizen of the other Contracting State, and who would be considered under paragraph (1) as having been domiciled in both Contracting States, shall be deemed to have been domiciled only in the Contracting State of which he was a citizen, if he had a clear intention to retain his domicile in that Contracting State and if he was domiciled in the other Contracting State in the aggregate less than 5 years during the 7-year period ending with the year of his death or the making of a gift.

(b) Notwithstanding the provisions of paragraph (2) or of subparagraph (a) of this paragraph, an individual who at the time of his death or the making of a gift was a citizen of one of the Contracting States without being a citizen of the other Contracting State, and who would be considered under paragraph (1) as having been domiciled in both Contracting States, shall be deemed to have been domiciled only in the Contracting State of which he was a citizen if:

(i) He was domiciled in the other Contracting State in the aggregate less than 5 years during the 7-year period ending with the year of his death or the making of a gift, provided that he was in that other Contracting State by reason of an assignment of employment or as the spouse or other dependent (personne à charge) of a person present in that other Contracting State for such a purpose; or

(ii) He was domiciled in the other Contracting State in the aggregate less than 7 years during the 10-year period ending with the year of his death or the making of a gift, provided that he was in that other Contracting State by reason of a renewal of an assignment of employment or as the spouse or other dependent (personne à charge) of a person present in that other Contracting State for such a purpose.

CHAPTER III

TAXING RULES

Article 5

Immovable (Real) Property

(1) Immovable (real) property may be taxed by a Contracting State if such property is situated in that State.

(2) The term "immovable (real) property" shall be defined in accordance with the tax laws of the Contracting State in which such property is situated. Mortgages or other claims secured by immovable (real) property shall not be regarded as immovable (real) property.

(3) The provisions of paragraphs (1) and (2) shall also apply to immovable (real) property which forms part of the business property of a permanent establishment or is used for the performance of professional services or other independent activities of a similar character.

Article 6

Business Property of a Permanent Establishment
and Assets Pertaining to a Fixed Base Used for
the Performance of Professional Services

(1) Except as provided in Article 5, assets (other than ships and aircraft operated in international traffic and movable property pertaining to the operation of such ships and aircraft) used in or held for use in the conduct of the business of a permanent establishment may be taxed by a Contracting State if the permanent establishment is situated therein.

(2) For purposes of this Convention, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on. If an individual is a member of a partnership or other association that is not a corporation which is engaged in industrial or commercial activity through a fixed place of business, he shall be deemed to have been so engaged to the extent of his interest therein.

(3) The term "permanent establishment" shall include especially:

- (a) A seat of management;
- (b) A branch;
- (c) An office;
- (d) A factory;
- (e) A workshop;
- (f) A warehouse;
- (g) A mine, quarry, or other place of extraction of natural resources; and
- (h) A building site or a construction or assembly project which exists for more than 12 months.

(4) Notwithstanding the provisions of paragraphs (2) and (3), the term "permanent establishment" shall not be deemed to include:

- (a) The use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to the enterprise;

(b) The maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display, or delivery;

(c) The maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another person;

(d) The maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or the collection of information, for the enterprise;

(e) The maintenance of a fixed place of business solely for the purpose of advertising, supplying information, conducting scientific research, or similar activities which have a preparatory or auxiliary character, for the enterprise; or

(f) The maintenance of a fixed place of business solely for investment purposes (and not for purposes of engaging in industrial or commercial activity) of an individual, whether by the individual or his employees or through a broker or other agent.

(5) A person who was acting in a Contracting State on behalf of an enterprise--other than an agent to whom paragraph (4)(f) or (6) applies--shall be deemed to have been a permanent establishment of the enterprise in that State if such person had, and habitually exercised in that State, an authority to conclude contracts in the name of the

enterprise, unless the exercise of such authority was limited to the purchase of goods or merchandise for the enterprise.

(6) An enterprise shall not be deemed to have had a permanent establishment in a Contracting State merely because the enterprise engaged in industrial or commercial activity in that State through a broker, general commission agent, or any other agent of an independent status acting in the ordinary course of his business.

(7) The fact that an enterprise controlled a corporation which engaged in industrial or commercial activity in a Contracting State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether the enterprise had a permanent establishment in that State.

(8) Except as provided in Article 5, assets pertaining to a fixed base used for the performance of professional services or other independent activities of a similar character may be taxed by a Contracting State if the fixed base is situated in that State.

Article 7

Tangible Movable Property

(1) Tangible movable property other than currency may be taxed by a Contracting State if such property is situated in that State and is not taxable by the other Contracting

State pursuant to Article 6. For this purpose, tangible movable property which is in transit shall be considered situated at the place of destination.

(2) Notwithstanding the provisions of paragraph (1), tangible movable property owned by an individual referred to in paragraph (3) of Article 4 and used for his normal personal use or that of his family may be taxed only by the Contracting State in which the individual was domiciled.

(3) Notwithstanding the provisions of paragraph (1), ships and aircraft operated in international traffic, and movable property pertaining to the operation of such ships and aircraft, may be taxed by a Contracting State if such ships and aircraft are registered in that Contracting State. Other ships and aircraft may be taxed by a Contracting State if the harbors and airports most frequently used by such ships and aircraft are situated in that State.

Article 8

Taxation Other than Pursuant to Articles 5, 6, and 7

Except as provided in Articles 5, 6, and 7, property, including shares or stock in a corporation, debt obligations (whether or not there is written evidence thereof), other intangible property, and currency may be taxed by a Contracting State only if the decedent or donor was a citizen of or was domiciled in that State at the time of death or the making of a gift, and if taxable by that State under its laws.

Article 9

Deduction of Debts

(1) Debts, to the extent they would be deductible according to the internal law of a Contracting State, shall be deducted from the gross value of the property which may be taxed by that State in the proportion that such gross value bears to the gross value of the entire property wherever situated.

(2) Notwithstanding the provisions of paragraph (1), for purposes of determining the French tax:

(a) Debts pertaining to a permanent establishment or to a fixed base used for the performance of professional services or other independent activities of a similar character shall be deducted from the value of assets referred to in Article 6.

(b) Debts pertaining to ships and aircraft operated in international traffic and to movable property related to the operation of such ships and aircraft shall be deducted from the value of these assets.

Article 10

Charitable Exemptions and Deductions

(1) A transfer to a legal entity created or organized in a Contracting State shall be exempt from tax, or fully deductible from the gross value liable to tax, in the other

Contracting State with respect to its taxes referred to in Article 2, provided the transfer would be eligible for such exemption or deduction if the legal entity had been created or organized in that other Contracting State.

(2) The provisions of paragraph (1) shall apply only if the legal entity:

(a) Has a tax-exempt status in the first Contracting State by reason of which transfers to such legal entity are exempt or fully deductible;

(b) Is organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes; and

(c) Receives a substantial part of its support from contributions from the public or governmental funds.

(3) This Article shall not apply to transfers to a Contracting State or a political or administrative subdivision thereof unless specifically limited to a purpose described in paragraph (2)(b).

Article 11

Community Property and Marital Deduction

(1) Property (other than community property) which was acquired during marriage for consideration by an individual who at the time of death or the making of a gift was domiciled in, or a citizen of, the United States and which passes to the spouse of such individual shall, for the

purposes of determining the French tax, be treated as if it were community property, unless the spouses expressly elected to have a treatment other than community property treatment provided by French civil law.

(2) In the case of an individual who was domiciled in France there shall, for purpose of determining the United States tax, be allowed the same marital deduction in effect on the date of signature of this Convention, as if such individual were domiciled in the United States, and in such a case the tax rates applicable if the decedent or donor had been domiciled in the United States shall apply. If the tax determined without regard to the preceding provision of this paragraph is lower than that computed under the preceding provision, the lower tax shall apply.

(3) In the event the laws of either Contracting State are changed substantially to reduce the tax benefits of the marital deduction or community property, the competent authorities of the Contracting States shall consult to determine whether this Article shall be modified or shall cease to have effect.

CHAPTER IV

RELIEF FROM DOUBLE TAXATION

Article 12

Exemptions and Credits

(1) Except as otherwise provided in this Convention, each Contracting State shall impose its tax, and shall allow exemptions, deductions, credits, and other allowances, in accordance with its laws.

(2) Double taxation shall be avoided in the following manner:

(a) In determining the French tax where property may be taxed by the United States in accordance with Article 5, 6, or 7, such property shall be exempt from the French tax. However, French tax with respect to property which is taxable by France in accordance with this Convention shall be computed at the rate appropriate to the total of property taxable under French law.

(b) In determining the United States tax:

(i) Where both Contracting States impose tax with respect to property which is taxable by France in accordance with Article 5, 6, or 7, the United States shall allow a credit equal to the amount of the tax imposed by France with respect to such property.

(ii) Notwithstanding the provisions of subparagraph (i), the total amount of all credits allowed by the United States pursuant to this Article or pursuant to its laws or other conventions with respect to all property in respect of which a credit is allowable under subparagraph (i) shall not exceed that part of the tax of the United States which is attributable to such property.

(iii) Any credits for tax imposed by France allowable under this Article are in lieu of, and not in addition to, any such credits allowed by the laws of the United States.

(3) If the decedent or donor was a citizen of the United States at the time of death or the making of a gift and would be considered under Article 4 as having been domiciled in France at such time, the United State shall allow a credit equal to the amount of the tax imposed by France.

(4) Exemption and credits under this Article shall be tentatively allowed by the United States on the basis of statements made in the tax return as to the amount of any tax paid or payable to France. However, such exemptions and credits shall not be finally allowed until any such tax for which the exemption or credit is allowable has been paid.

(5) The provisions of this Convention shall not result in an increase in the amount of the tax imposed by either Contracting State under its domestic laws. A reduction in the credit allowed against United States tax for the tax paid to France which results from the application of this Convention shall not be construed as an increase in tax.

CHAPTER V

SPECIAL PROVISIONS

Article 13

Time Limitations on Claims for Credit or Refund

(1) Any claim for credit or for refund of tax founded on the provisions of this Convention shall be made before the expiration of the latest of:

(a) The time for the making of a claim for refund of tax under the laws of the Contracting State to which the claim for credit or refund is made;

(b) Five years from the date of death of the decedent, or from the making of a gift with respect to which the claim is made; or

(c) One year after final determination (administrative or judicial) and payment of tax for which any credit under Article 12 is claimed, provided that the determination and payment are made within 10 years of the date of death of the decedent or of the making of a gift.

(2) Any refund based on the provisions of this Convention shall be made without payment of interest on the amount so refunded.

Article 14

Mutual Agreement Procedure

(1) Any person who considers that the actions of one or both of the Contracting States result or will result for him

in taxation not in accordance with this Convention may, notwithstanding the remedies provided by the laws of those States, present his case to the competent authority of either Contracting State. Such presentation must be made within the period of time prescribed for the filing of a claim for credit or refund under Article 13. Should the person's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall seek agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation contrary to the provisions of this Convention.

(2) The competent authorities of the Contracting States shall resolve by mutual agreement any difficulties or doubts arising as to the application of this Convention.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this Article. When it seems advisable for the purpose of reaching an agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) When the competent authorities reach such an agreement, taxes shall be imposed, and refund or credit of taxes shall be allowed by the Contracting States in accordance with such agreement, notwithstanding any procedural rule (including the statute of limitations) applicable under the laws of either Contracting State.

(5) The competent authority of each Contracting State may prescribe such regulations and forms as may be necessary or appropriate to give effect to and implement the provisions of this Convention.

Article 15

Filing of Returns and Exchange of Information

(1) (a) The provisions of Articles 5, 6, 7, or 8, which change the taxability or situs of property or the amount of tax which would have been due in the absence of this Convention, shall not change:

(i) The requirements of the respective tax laws of the Contracting States relating to information or tax returns or notices, transfer certificates or maintenance of records, and

(ii) The applicability and amount of any sanctions of such laws with respect to the requirements referred to in subparagraph (i).

(b) As concerns the United States, notwithstanding the provisions of paragraph (a), the requirements or sanctions found to be unnecessary for the prevention of fraud or fiscal evasion with respect to taxes to which this Convention applies may be eliminated or modified (but not made more burdensome) by regulations prescribed pursuant to paragraph (5) of Article 14.

(2) The competent authority of each Contracting State shall furnish the competent authority of the other Contracting State such information as is pertinent to:

(a) Carrying out the provisions of this Convention or the laws of such other Contracting State concerning its tax insofar as the taxation thereunder is in accordance with this Convention, or

(b) Preventing fraud or fiscal evasion in relation to the taxes which are the subject of this Convention (including information with respect to property exempted from the tax of the first-mentioned Contracting State by reason of Article 8).

However, this paragraph shall not require the competent authority of a Contracting State to furnish information not in the possession of that Contracting State with respect to property exempted from its tax by reason of Article 8. Any information furnished shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of the taxes which are the subject of this Convention.

(3) In no case shall the provisions of paragraph (2) be construed so as to impose on one of the Contracting States the obligation:

(a) To carry out administrative measures at variance with the laws or the administrative practice of that or of the other Contracting State;

(b) To supply particulars which are not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State;

(c) To supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information the disclosure of which would be contrary to public policy.

(4) The furnishing of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States shall agree on the list of information which shall be furnished on a routine basis.

Article 16

Assistance in Collection

(1) The two Contracting States undertake to lend assistance and support to each other in the collection of the taxes to which this Convention relates, together with interest, costs, and additions to the taxes and fines not being of a penal character according to the laws of the State requested, in cases where the taxes are definitively due according to the laws of the State making the application.

(2) In the case of an application for enforcement of taxes, revenue claims of each of the Contracting States

which have been finally determined will be accepted for enforcement by the State to which application is made and collected in that State in accordance with the laws applicable to the enforcement and collection of its own taxes.

(3) The application will be accompanied by such documents as are required by the laws of the State making the application to establish that the taxes have been finally determined.

(4) If the revenue claim has not been finally determined, the State to which application is made will take such measures of conservancy (including measures with respect to transfer of property belonging to nonresident aliens) as are authorized by its laws for the enforcement of its own taxes.

(5) The assistance provided for in this Article shall not be accorded with respect to estates of citizens of the Contracting State to which application is made.

Article 17

Diplomatic and Consular Officials

(1) Nothing in this Convention shall affect the fiscal privileges of diplomatic or consular officials under the general rules of international law or under the provisions of special agreements.

(2) Insofar as such privileges prevent the imposition of tax in the receiving Contracting State, the right to tax shall be reserved to the Contracting State in whose service the persons concerned exercised their functions and, notwithstanding any other provisions of this Convention, such persons shall not be deemed to have been domiciled in the receiving Contracting State.

Article 18

Territorial Extension

(1) This Convention may be extended, either in its entirety or with necessary modifications, to all or any of the Overseas Territories of the French Republic or the territories for whose international relations the United States is responsible, if such territories impose taxes substantially similar in character to those referred to in Article 2. Any such extension shall take effect from such date and subject to such modifications and conditions as may be specified and agreed between the Contracting States in notes to be exchanged through diplomatic channels or in any other manner in accordance with their constitutional procedure. In the case of the United States, such procedure shall be that set forth in Article II, Section 2, of the Constitution of the United States (advice and consent of the Senate).

(2) At any time after the expiration of a period of one year from the effective date of an extension made by virtue of paragraph (1) either of the Contracting States may, by a written notice of termination given to the other Contracting State through diplomatic channels, terminate the application of the provisions in respect of any territory to which this Convention has been extended, in which case the provisions of the Convention shall cease to be applicable to such territory on and after the first day of January following the date of such notice.

(3) Unless otherwise agreed by both Contracting States, the termination of the Convention by one of the Contracting States under Article 20 shall also terminate the application of the Convention to any territory to which it has been extended under this Article.

CHAPTER VI

FINAL PROVISIONS

Article 19

Entry into Force

(1) This Convention shall be ratified and the instruments of ratification shall be exchanged at Paris as soon as possible.

(2) This Convention shall enter into force the first day of the second month following the month in which the exchange of the instruments of ratification takes place. Its provisions shall apply to estates of persons dying and to gifts made on or after that date.

(3) The Convention of October 18, 1946, as modified by the Protocol of May 17, 1948, and the Convention of June 22, 1956,^[1] shall be terminated on, and shall cease to have effect from, the date on which the present Convention enters into force according to paragraph (2).

Article 20

Termination

(1) This Convention shall remain in force until terminated by one of the Contracting States. However, not earlier than the fifth year following the year in which this Convention entered into force, either Contracting State may, between the first of January and the thirtieth of June, give written notice of termination through diplomatic channels, with effect from the end of the calendar year in which such notice is given. In such an event, its provisions shall not apply to estates of persons dying or to gifts made after the end of the calendar year with respect to the end of which this Convention has been terminated.

(2) Notwithstanding the provisions of paragraph (1), if the effects of this Convention are substantially altered as a result of changes made in the tax law of either Contracting State, either Contracting State may, through diplomatic channels, give a written notice of termination with effect not earlier than 6 months after such notice is given. In such an event, its provisions shall not apply to

¹ TIAS 1982, 3844; 64 Stat. B3; 8 UST 843.

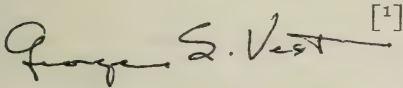
estates of persons dying or to gifts made on or after the effective date of the termination.

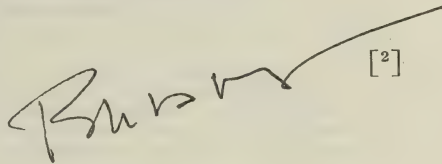
IN WITNESS WHEREOF, the plenipotentiaries of the two Contracting States have signed this Convention and affixed thereto their seals.

DONE at Washington, in duplicate, in the English and French languages, each text being equally authentic, this 24th day of November 1978.

For the President of the
United States of America:

For the President of the
French Republic:

 [1]

 [2]

¹ George S. Vest.

² François de Laboulaye.

Le Président des Etats-Unis d'Amérique et le Président de la République française, désirant conclure une convention tendant à éviter les doubles impositions et à prévenir l'évasion fiscale en matière d'impôts sur les successions et sur les donations ont désigné à cette fin comme plénipotentiaires:

Le Président des Etats-Unis d'Amérique: The Honorable George S. Vest, Assistant Secretary of State for European Affairs

Le Président de la République française: François de Laboulaye, Ambassadeur aux Etats-Unis d'Amérique

qui, après s'être communiqué leurs pleins pouvoirs, et les avoir reconnus en bonne et due forme, sont convenus des dispositions suivantes:

CHAPITRE I

CHAMP D'APPLICATION DE LA CONVENTION

Article 1

Successions et donations visées

1. La présente Convention s'applique aux successions des personnes ayant, au moment de leur décès, leur domicile en France et aux successions des personnes soumises à la législation fiscale des Etats-Unis en raison de leur domicile dans ce pays ou de leur citoyenneté américaine, au moment de leur décès.

2. La présente Convention s'applique également aux donations réalisées par des personnes ayant, au moment où elles les effectuent, leur domicile en France et aux donations réalisées par des personnes soumises, au moment où elles les effectuent, à la législation fiscale des Etats-Unis en raison de leur domicile dans ce pays, ou de leur citoyenneté américaine.

3. Une personne qui, au moment de son décès, ou à celui auquel elle a effectué une donation, était un résident d'une possession des Etats-Unis et qui a acquis la citoyenneté des Etats-Unis, seulement parce qu'elle (a) possédait la citoyenneté de cette possession, ou (b) était née ou résidait dans cette possession, est considérée comme n'ayant pas été domiciliée aux Etats-Unis et n'ayant pas possédé la citoyenneté américaine, pour l'application de la présente Convention.

Article 2

Impôts visés

1. La présente Convention s'applique :

a) en ce qui concerne les Etats-Unis : à l'impôt fédéral sur les donations et à l'impôt fédéral sur les successions, y compris "the tax on generation - skipping transfers" ; et

b) en ce qui concerne la France : aux droits sur les successions et sur les donations.

2. La présente Convention s'applique également aux impôts futurs sur les successions et sur les donations de nature identique ou analogue établis par un Etat contractant qui s'ajouteraient aux impôts actuels ou qui les remplaceraient.

3. Les autorités compétentes des Etats contractants se communiqueront les modifications importantes apportées à leurs législations respectives, concernant les impôts sur les successions et sur les donations.

CHAPITRE II

DEFINITIONS

Article 3

Définitions générales

1. Au sens de la présente Convention :

a) Les expressions "Etat contractant" et "autre Etat contractant" désignent, suivant le contexte, les Etats-Unis ou la France ;

b) L'expression "Etats-Unis" désigne les Etats-Unis d'Amérique et comprend, lorsqu'elle est utilisée dans le sens géographique, les Etats-membres et le district de Columbia. Cette expression comprend également les zones situées hors des Etats-membres et du District de Columbia sur lesquelles, en conformité avec le droit international, les Etats-Unis peuvent exercer les droits relatifs aux ressources naturelles du lit de la mer et du sous-sol marin.

c) Le terme "France" désigne la République française et, lorsqu'il est utilisé dans le sens géographique, comprend les départements européens et d'outre-mer de la République française. Ce terme comprend également les zones situées hors desdits départements, sur lesquelles, en conformité avec le droit international, la France peut exercer les droits relatifs aux ressources naturelles du lit de la mer et du sous-sol marin.

d) Le terme "entreprise" désigne une entreprise industrielle ou commerciale exploitée par une personne physique domiciliée dans un Etat contractant ;

e) Sauf disposition contraire expresse, le terme "impôt" désigne l'impôt ou les impôts mentionnés à l'article 2, qui sont perçus par l'Etat contractant (ou les Etats contractants) selon le contexte dans lequel le terme est employé ;

f) L'expression "autorité compétente" désigne :

(i) en ce qui concerne les Etats-Unis, le Secrétaire au Trésor ou son représentant, et

(ii) en ce qui concerne la France, le Ministre du Budget ou son représentant.

2. Toute expression, qui n'est pas autrement définie dans la présente Convention, a le sens qui lui est attribué par la législation fiscale de l'Etat contractant dont l'impôt doit être établi à moins que le contexte n'exige une interprétation différente. Toutefois, si le sens qui est attribué à cette expression par la législation de l'un des Etats contractants, diffère de celui qui lui est attribué par la législation de l'autre Etat contractant, les Etats contractants peuvent, en vue de prévenir une double imposition ou à toute autre fin de la présente Convention, convenir d'un sens commun de l'expression, pour l'application de la présente Convention.

Article 4

Domicile fiscal

1. Pour l'application de la présente Convention, le domicile dans l'un des Etats contractants d'une personne physique est déterminé conformément à la législation de cet Etat.

2. Lorsque, selon la disposition du paragraphe 1, la personne physique avait son domicile dans chacun des Etats contractants, le cas est résolu d'après les règles suivantes :

a) cette personne est considérée comme ayant eu son domicile dans l'Etat contractant où elle disposait d'un foyer d'habitation permanent ;

b) si elle disposait d'un foyer d'habitation permanent dans chacun des Etats contractants ou ne disposait d'un tel foyer dans aucun de ces Etats, son domicile est considéré comme s'étant trouvé dans l'Etat contractant avec lequel ses liens personnels étaient les plus étroits (centre des intérêts vitaux) ;

c) si l'Etat contractant où cette personne avait le centre de ses intérêts vitaux ne peut pas être déterminé, son domicile est considéré comme s'étant trouvé dans l'Etat contractant où elle séjournait de façon habituelle ;

d) si cette personne séjournait de façon habituelle dans chacun des Etats contractants ou si elle ne séjournait de façon habituelle dans aucun d'eux, son domicile est considéré comme s'étant trouvé dans l'Etat contractant dont cette personne possédait la citoyenneté ; ou

e) si cette personne possédait la citoyenneté de chacun des Etats contractants ou si elle ne possédait la citoyenneté d'aucun d'eux, les autorités compétentes des Etats contractants déterminent l'Etat contractant du domicile d'un commun accord.

3. a) Nonobstant les dispositions du paragraphe 2, une personne physique qui au moment de son décès, ou à celui auquel elle a effectué une donation, possédait la citoyenneté de l'un des Etats contractants sans posséder celle de l'autre Etat contractant, et qui, en vertu du paragraphe 1, aurait été considérée comme ayant eu son domicile dans chacun des Etats contractants, est réputée avoir eu son domicile seulement dans l'Etat contractant dont elle possédait la citoyenneté, si elle avait l'intention manifeste de conserver son domicile dans cet Etat contractant et si elle a été domiciliée dans l'autre Etat contractant, au total moins de cinq ans au cours de la période de sept ans précédant le moment de son décès ou celui auquel elle a effectué une donation.

b) Nonobstant les dispositions du paragraphe 2 ou de l'alinéa a) du présent paragraphe, une personne physique qui au moment de son décès, ou à celui auquel elle a effectué une donation, possédait la citoyenneté de l'un des Etats contractants sans posséder celle de l'autre Etat contractant, et qui, en vertu du paragraphe 1, aurait été considérée comme ayant eu son domicile dans chacun des Etats contractants, est réputée avoir eu son domicile seulement dans l'Etat contractant dont elle possédait la citoyenneté, si :

- (i) cette personne était domiciliée dans l'autre Etat contractant, au total moins de cinq ans au cours de la période de sept ans précédant le moment de son décès ou celui auquel elle a effectué une donation, à condition qu'elle se soit trouvée dans cet autre Etat contractant en raison d'une affectation dans son emploi, ou en tant que conjoint ou autre personne à charge d'une personne se trouvant dans cet autre Etat contractant pour une telle raison ; ou
- (ii) cette personne était domiciliée dans l'autre Etat contractant, au total moins de sept ans au cours de la période de dix ans précédant le moment de son décès ou celui auquel elle a effectué une donation, à condition qu'elle se soit trouvée dans cet autre Etat contractant, en raison d'un renouvellement d'une affectation dans son emploi, ou en tant que conjoint ou autre personne à charge d'une personne

se trouvant dans cet autre Etat contractant pour une telle raison.

CHAPITRE III

REGLES D'IMPOSITION

Article 5

Biens immobiliers

1. Les biens immobiliers sont imposables par un Etat contractant si ces biens sont situés dans cet Etat.
2. L'expression "biens immobiliers" est définie conformément à la législation fiscale de l'Etat contractant où ces biens sont situés. Les créances hypothécaires et les autres créances garanties par des biens immobiliers ne sont pas considérées comme des biens immobiliers.
3. Les dispositions des paragraphes 1 et 2 s'appliquent également aux biens immobiliers qui font partie de l'actif d'un établissement stable ou qui servent à l'exercice d'une profession libérale ou d'une autre activité indépendante de caractère analogue.

Article 6

Actif d'un établissement stable et biens constitutifs d'une base fixe servant à l'exercice d'une profession libérale

1. Sous réserve des dispositions de l'article 5, les biens (autres que les navires et aéronefs exploités en trafic international, ainsi que les biens mobiliers affectés à leur exploitation), servant, ou détenus pour servir, dans l'exercice de l'activité d'un établissement stable, sont imposables par un Etat contractant si l'établissement stable y est situé.
2. Au sens de la présente Convention, l'expression "établissement stable" désigne une installation fixe d'affaires, par l'intermédiaire de laquelle l'entreprise exerce tout ou partie de son activité. Si une personne physique est membre d'une société de personnes (partnership), ou d'une autre association n'ayant pas la forme sociale, qui exerce une activité industrielle ou commerciale par l'intermédiaire d'une installation fixe d'affaires, elle est réputée avoir exercé une telle activité dans la mesure de sa participation dans la société ou dans l'association.
3. L'expression "établissement stable" comprend notamment :
 - a) un siège de direction ;

- b) une succursale ;
- c) un bureau ;
- d) une usine ;
- e) un atelier ;
- f) un entrepôt ;
- g) une mine, une carrière ou tout autre lieu d'extraction de ressources naturelles ; et
- h) un chantier de construction ou de montage dont la durée dépasse 12 mois.

4. Nonobstant les dispositions des paragraphes 2 et 3, on ne considère pas qu'il y a établissement stable si :

a) il est fait usage d'installations aux seules fins de stockage, d'exposition ou de livraison de marchandises appartenant à l'entreprise ;

b) des marchandises appartenant à l'entreprise sont entreposées aux seules fins de stockage, d'exposition ou de livraison ;

c) des marchandises appartenant à l'entreprise sont entreposées aux seules fins de transformation par une autre personne ;

d) une installation fixe d'affaires est utilisée aux seules fins d'acheter des marchandises ou de réunir des informations, pour l'entreprise ;

e) une installation fixe d'affaires est utilisée aux seules fins de publicité, de fourniture d'informations, de recherches scientifiques ou d'activités analogues, qui ont un caractère préparatoire ou auxiliaire pour l'entreprise, ou

f) une installation fixe d'affaires est utilisée aux seules fins des activités de placement d'une personne physique (et non pour exercer une activité industrielle ou commerciale) soit par elle-même ou ses employés, soit par l'intermédiaire d'un agent de change, d'un courtier ou d'un autre agent.

5. Une personne qui agissait, dans un Etat contractant, pour le compte d'une entreprise - autre qu'un agent visé aux paragraphes 4 f) ou 6 - est considérée comme ayant été un établissement stable de l'entreprise dans cet Etat si elle disposait, dans cet Etat, de pouvoirs qu'elle y exerçait habituellement lui permettant de conclure des contrats au nom de l'entreprise, à moins que l'exercice de tels pouvoirs n'ait été limité à l'achat de marchandises pour l'entreprise.

6. On ne considère pas qu'une entreprise ait eu un établissement stable dans un Etat contractant du seul fait qu'elle y

exerçait une activité de nature industrielle ou commerciale par l'entremise d'un courtier, d'un commissionnaire général ou de tout autre intermédiaire jouissant d'un statut indépendant, agissant dans le cadre ordinaire de son activité.

7. Le fait qu'une entreprise contrôlait une société qui exerçait une activité industrielle ou commerciale dans un Etat contractant (que ce soit par l'intermédiaire d'un établissement stable ou non) n'est pas pris en considération pour déterminer si l'entreprise avait un établissement stable dans cet Etat.

8. Sous réserve des dispositions de l'article 5, les biens constitutifs d'une base fixe servant à l'exercice d'une profession libérale ou d'une autre activité indépendante de caractère analogue, sont imposables par un Etat contractant si la base fixe est située dans cet Etat.

Article 7

Biens mobiliers corporels

1. Les biens mobiliers corporels, autres que le numéraire, sont imposables par un Etat contractant si ces biens sont situés dans cet Etat et ne sont pas imposables dans l'autre Etat contractant, conformément à l'article 6. A cette fin, les biens mobiliers corporels en cours de transit sont considérés comme situés au lieu de destination.

2. Nonobstant les dispositions du paragraphe 1, les biens mobiliers corporels possédés par une personne physique visée au paragraphe 3 de l'article 4 et utilisés pour son usage personnel normal ou celui de sa famille, ne sont imposables que par l'Etat contractant où la personne physique était domiciliée.

3. Nonobstant les dispositions du paragraphe 1, les navires et aéronefs exploités en trafic international et les biens mobiliers affectés à leur exploitation sont imposables par un Etat contractant si ces navires ou aéronefs sont immatriculés dans cet Etat. Les autres navires et aéronefs sont imposables par un Etat contractant si les ports et aéroports les plus fréquemment utilisés par ces navires et aéronefs sont situés dans cet Etat.

Article 8

Imposition autre que celles établies conformément aux articles 5, 6 ou 7

Sous réserve des dispositions des articles 5, 6 ou 7, les

biens, y compris les actions ou parts de capital d'une société, les créances (constatées ou non par un titre écrit), les autres biens incorporels et le numéraire ne sont imposables par un Etat contractant que si le défunt ou le donateur, au moment de son décès ou à celui auquel il a effectué une donation, possédait la citoyenneté de cet Etat ou y était domicilié et si ces biens sont imposables par cet Etat en vertu de sa législation.

Article 9

Déduction des dettes

1. Les dettes, dans la mesure où elles seraient déductibles selon la législation interne d'un Etat contractant, sont déduites de la valeur brute des biens qui sont imposables dans cet Etat, dans la proportion correspondant au rapport existant entre la valeur brute de ces biens et la valeur brute de l'ensemble des biens, où qu'ils soient situés.

2. Nonobstant les dispositions du paragraphe 1, pour déterminer l'impôt français :

a) les dettes afférentes à un établissement stable ou à une base fixe servant à l'exercice d'une profession libérale ou d'une autre activité indépendante de caractère analogue sont déduites de la valeur des biens énumérés à l'article 6 ;

b) les dettes afférentes aux navires et aéronefs exploités en trafic international et aux biens mobiliers affectés à leur exploitation sont déduites de la valeur de ces biens.

Article 10

Exonérations et déductions pour les dons et legs à des organismes à but désintéressé

1. Une libéralité au profit d'une entité juridique créée ou organisée dans un Etat contractant est exonérée d'impôt ou totalement déductible de la valeur brute imposable dans l'autre Etat contractant, en ce qui concerne les impôts de cet Etat mentionnés à l'article 2, à la condition que l'exonération ou la déduction de la libéralité soit admise, si cette entité juridique avait été créée ou organisée dans cet autre Etat contractant.

2. Les dispositions du paragraphe 1 ne s'appliquent que si l'entité juridique :

a) bénéficie d'un statut d'exonération fiscale dans le premier Etat contractant, en raison duquel les libéralités au profit de

cette entité juridique sont exonérées ou totalement déductibles ;

b) est organisée et fonctionne exclusivement à des fins religieuses, charitables, scientifiques, littéraires ou éducatives ;
et

c) reçoit une part importante de ses ressources de contributions du public ou de fonds publics.

3. Le présent article ne s'applique pas aux libéralités au profit d'un Etat contractant ou de l'une de ses subdivisions politiques ou administratives, à moins qu'elles ne soient spécifiquement limitées à l'une des fins mentionnées au paragraphe 2 b).

Article 11

Biens de communauté et déduction maritale

1. Les biens (autres que les biens de communauté) qui ont été acquis durant le mariage à titre onéreux par une personne physique qui, au moment de son décès ou à celui auquel elle a effectué une donation était domiciliée aux Etats-Unis ou possédait la citoyenneté américaine, et qui sont transmis au conjoint de cette personne physique, sont considérés comme s'ils étaient des biens de communauté pour déterminer l'impôt français, à moins que les conjoints aient expressément choisi de se placer sous un régime autre que celui de la communauté de biens prévu par le droit civil français.

2. Dans le cas d'une personne physique qui était domiciliée en France et pour déterminer l'impôt des Etats-Unis, une déduction maritale est accordée, identique à celle qui existe à la date de signature de la présente Convention, comme si cette personne physique avait été domiciliée aux Etats-Unis et, en pareil cas, les taux de l'impôt applicables sont ceux prévus pour les successions ou pour les donations de personnes physiques domiciliées aux Etats-Unis. Si l'impôt calculé sans prendre en considération la disposition précédente du présent paragraphe est inférieur à celui calculé selon cette disposition, l'impôt le plus faible est applicable.

3. Dans l'éventualité où les législations de l'un ou l'autre des Etats contractants seraient substantiellement modifiées d'une façon telle que les avantages fiscaux relatifs à la déduction maritale ou à la communauté de biens soient réduits, les autorités compétentes des Etats contractants se consulteront pour déterminer si le présent article doit être modifié ou cesser d'avoir effet.

CHAPITRE IV

ELIMINATION DES DOUBLES IMPOSITIONS

Article 12

Exonérations et crédits

1. A moins que la présente Convention n'en dispose autrement, chaque Etat contractant perçoit son impôt et accorde les exonérations, abattements, crédits et autres déductions, conformément à sa législation.

2. La double imposition est évitée de la manière suivante :

a) pour déterminer l'impôt français, lorsque les biens sont imposables par les Etats-Unis conformément aux articles 5, 6 ou 7, ces biens sont exonérés de l'impôt français. Toutefois, l'impôt français afférent aux biens qui sont imposables par la France conformément à la présente Convention est calculé au taux correspondant au total des biens imposables en vertu de la législation française.

b) pour déterminer l'impôt des Etats-Unis :

(i) lorsque chacun des Etats contractants perçoit l'impôt afférent aux biens qui sont imposables par la France conformément aux articles 5, 6 ou 7, les Etats-Unis accordent un crédit égal au montant de l'impôt perçu par la France afférent à ces biens.

(ii) nonobstant les dispositions de l'alinéa (i), le montant total de tous les crédits accordés par les Etats-Unis conformément au présent article ou conformément à leur législation ou à d'autres conventions, afférent à tous les biens à raison desquels un crédit peut être accordé en vertu de l'alinéa (i), ne peut excéder la fraction de l'impôt des Etats-Unis qui se rapporte à ces biens.

(iii) Tout crédit pour l'impôt perçu par la France, qui peut être accordé en vertu du présent article, se substitue mais ne s'ajoute pas à tout crédit correspondant accordé par la législation des Etats-Unis.

3. Si le défunt, ou le donateur, possédait la citoyenneté des Etats-Unis au moment de son décès ou à celui auquel il a effectué une donation et est considéré, en vertu de l'article 4, comme ayant été domicilié en France à ce même moment, les Etats-Unis accordent un crédit égal au montant de l'impôt perçu par la France.

4. Les exonérations et crédits prévus par le présent article sont accordés provisoirement par les Etats-Unis sur la base des déclarations concernant le montant de tout impôt payé ou payable en France, faites dans les déclarations fiscales. Toutefois, ces exonérations et crédits ne sont pas accordés définitivement avant que cet impôt, pour lequel l'exonération ou le crédit peut être accordé, ait été payé.

5. Les dispositions de la présente Convention ne peuvent pas avoir pour conséquence une augmentation du montant de l'impôt perçu par l'un des deux Etats contractants en vertu de sa législation interne. Une réduction, résultant de l'application de la présente Convention, du crédit imputable sur l'impôt des Etats-Unis à raison de l'impôt payé en France, n'est pas considérée comme une augmentation de l'impôt.

CHAPITRE V

DISPOSITIONS SPECIALES

Article 13

Délai de présentation des demandes de crédit et de remboursement

1. Toute demande de crédit ou de remboursement d'impôt, fondée sur les dispositions de la présente Convention, doit être faite avant l'expiration du plus long des délais suivants :

a) celui prévu, pour faire une demande de remboursement d'impôt, par la législation de l'Etat contractant auprès duquel la demande de crédit ou de remboursement est faite ;

b) cinq ans à partir de la date du décès de la personne ou de celle de la réalisation d'une donation à raison desquels la demande est faite ; ou

c) une année après la détermination définitive (administrative ou judiciaire) et le paiement de l'impôt pour lequel tout crédit est demandé en vertu de l'article 12, à la condition que cette détermination et ce paiement interviennent dans les dix ans à dater du décès de cette personne ou de la réalisation d'une donation.

2. Tout remboursement fondé sur les dispositions de la présente Convention sera effectué sans paiement d'intérêt sur le montant remboursé.

Article 14

Procédure amiable

1. Toute personne, qui estime que les mesures prises par un Etat

contractant ou par chacun des deux Etats, entraînent ou entraîneront pour elle une imposition non conforme à la présente Convention, peut, indépendamment des recours prévus par la législation de ces Etats, soumettre son cas à l'autorité compétente de l'un des deux Etats contractants. Cette requête doit être faite dans le délai prescrit par l'article 13, pour le dépôt d'une demande de crédit ou de remboursement. Si l'autorité compétente de l'Etat contractant auprès de laquelle la demande de cette personne est faite la considère fondée, elle recherche un accord avec l'autorité compétente de l'autre Etat contractant en vue d'éviter une imposition contraire aux dispositions de la présente Convention.

2. Les autorités compétentes des Etats contractants, par voie d'accord amiable, résolvent les difficultés ou dissipent les doutes auxquels peut donner lieu l'application de la présente Convention.

3. Les autorités compétentes des Etats contractants peuvent communiquer directement entre elles en vue de parvenir à un accord comme il est indiqué au présent article. Si cela semble devoir faciliter cet accord, les autorités compétentes peuvent se rencontrer pour des échanges de vues oraux.

4. Lorsque les autorités compétentes parviennent à un accord, les impôts sont perçus et les crédits ou remboursements d'impôt accordés par les Etats contractants, conformément à cet accord, nonobstant toute règle de procédure (y compris les règles relatives à la prescription) applicable en vertu de la législation de l'un ou l'autre des Etats contractants.

5. L'autorité compétente de chaque Etat contractant peut prescrire toutes instructions et tous formulaires qui se révèleraient nécessaires ou appropriés pour donner effet et appliquer les dispositions de la présente Convention.

Article 15

Etablissement des déclarations et échange de renseignements

1. a) Les dispositions des articles 5, 6, 7 ou 8, modifiant les conditions d'imposition ou la situation des biens ou le montant de l'impôt qui aurait été dû en l'absence de la présente Convention, ne modifient pas :

- (i) les obligations prévues par les législations fiscales respectives des Etats contractants en ce qui concerne les bulletins ou formulaires relatifs à la fourniture de renseignements et aux déclarations fiscales, les certificats de transmission ou la tenue des registres

ou autres documents, et

- (ii) la possibilité d'appliquer toutes sanctions prévues par ces législations, ainsi que la détermination de leur montant en ce qui concerne les obligations visées à l'alinéa (i).

b) En ce qui concerne les Etats-Unis, nonobstant les dispositions de l'alinéa a), les obligations ou sanctions qui ne paraîtraient pas nécessaires pour prévenir la fraude ou l'évasion fiscale en ce qui concerne les impôts auxquels s'applique la présente Convention, peuvent être supprimées ou modifiées (mais pas rendues plus lourdes) par des instructions prescrites conformément au paragraphe 5 de l'article 14.

2. L'autorité compétente de chacun des Etats contractants fournira à l'autorité compétente de l'autre Etat contractant les renseignements qui ont un rapport avec :

a) l'application des dispositions de la présente Convention et celle de la législation de cet autre Etat contractant relatives à ses impôts, dans la mesure où l'imposition qu'elle prévoit est conforme à la présente Convention, ou

b) la prévention de la fraude ou de l'évasion fiscale en ce qui concerne les impôts qui font l'objet de la présente Convention (y compris les renseignements relatifs aux biens exonérés de l'impôt du premier Etat contractant en vertu de l'article 8). Toutefois, le présent paragraphe n'oblige pas l'autorité compétente d'un Etat contractant à fournir des renseignements qui sont relatifs aux biens exonérés de son impôt en vertu de l'article 8 et qui ne sont pas en possession de cet Etat contractant. Tout renseignement fourni est tenu secret et ne peut être communiqué à des personnes autres que celles (y compris les tribunaux et les organismes administratifs) qui sont chargés de l'assiette, du recouvrement et de la perception des impôts faisant l'objet de la présente Convention, ainsi que des poursuites afférentes à ces impôts.

3. Les dispositions du paragraphe 2 ne peuvent, en aucun cas, être interprétées comme imposant à l'un des Etats contractants l'obligation :

a) de prendre des dispositions administratives dérogeant à sa propre législation ou à sa pratique administrative ou à celles de l'autre Etat contractant ;

b) de fournir des renseignements qui ne pourraient être obtenus sur la base de sa propre législation ou dans le cadre de sa pratique administrative normale ou de celles de l'autre Etat contractant ;

c) de transmettre des renseignements qui révéleraient un secret commercial, industriel, professionnel ou un procédé commercial ou des renseignements dont la communication serait contraire à l'ordre public .

4. L'échange de renseignements sera effectué soit d'office, soit sur demande en ce qui concerne des cas concrets. Les autorités compétentes des Etats contractants établiront d'un commun accord la liste des renseignements qui seront communiqués d'office.

Article 16

Assistance au recouvrement

1. Les deux Etats contractants conviennent de se prêter mutuellement assistance et appui pour le recouvrement des impôts visés par la présente Convention, ainsi que des intérêts, frais, suppléments ou majorations d'impôts et amendes ne présentant pas un caractère pénal au regard de la législation de l'Etat requis, lorsque lesdits impôts sont définitivement dus en application des lois de l'Etat requérant.

2. Dans le cas d'une demande de recouvrement d'impôt, les créances fiscales de chacun des Etats contractants qui ont été définitivement déterminées, seront acceptées, aux fins de recouvrement, par l'Etat requis et perçues dans cet Etat, conformément aux lois applicables pour le recouvrement et la perception de ses propres impôts.

3. La demande sera accompagnée des documents exigés par les lois de l'Etat requérant pour établir que les impôts sont définitivement dus.

4. Si la créance fiscale n'a pas un caractère définitif, l'Etat requis prend les mesures conservatoires autorisées par sa propre législation fiscale pour le recouvrement de ses propres impôts, y compris les mesures concernant les transferts de biens appartenant à des étrangers non résidents.

5. L'assistance prévue au présent article ne sera pas accordée lorsqu'il s'agit de successions de personnes possédant la citoyenneté de l'Etat contractant requis.

Article 17

Fonctionnaires diplomatiques et consulaires

1. Les dispositions de la présente Convention ne portent pas atteinte aux privilèges fiscaux dont bénéficient les fonctionnaires diplomatiques ou consulaires, en vertu soit des règles générales du droit des gens, soit des dispositions d'accords particuliers.

2. Dans la mesure où ces privilèges empêchent l'imposition dans l'Etat contractant accréditaire, le droit d'imposer est réservé à l'Etat contractant au service duquel la personne concernée exerçait ses fonctions et, nonobstant toute autre disposition de la présente Convention, cette personne n'est pas réputée avoir eu son domicile dans l'Etat contractant accréditaire.

Article 18

Extension territoriale

1. La présente Convention peut être étendue, telle quelle ou avec les modifications nécessaires, aux territoires d'outre-mer de la République française ou à l'un de ces territoires, ou aux territoires dont les Etats-Unis assument les relations internationales, si ces territoires perçoivent des impôts de caractère substantiellement analogue à ceux mentionnés à l'article 2. Une telle extension prend effet à partir de la date, avec les modifications et dans les conditions qui sont fixées d'un commun accord entre les Etats contractants, par notes échangées par la voie diplomatique ou selon toute autre procédure conforme à leurs dispositions constitutionnelles. Dans le cas des Etats-Unis, cette procédure sera celle fixée par l'article II section 2 de la Constitution des Etats-Unis (avis et accord du Sénat).

2. A tout moment après l'expiration d'une période d'une année à compter de la date de prise d'effet d'une extension réalisée en vertu du paragraphe 1, l'un ou l'autre des Etats contractants pourra, par une note écrite de dénonciation remise à l'autre Etat contractant par la voie diplomatique, mettre fin à l'application des dispositions en ce qui concerne un des territoires auquel elles auraient été étendues ; dans ce cas, les dispositions de la Convention cesseront d'être applicables à ce territoire à partir du premier janvier suivant la date de la note.

3. A moins que les deux Etats contractants n'en soient convenus autrement, lorsque la Convention sera dénoncée par l'un d'eux en vertu de l'article 20, elle cessera également de s'appliquer à tout territoire auquel elle aura été étendue conformément au présent article.

CHAPITRE VI

DISPOSITIONS FINALES

Article 19

Entrée en vigueur

1. La présente Convention sera ratifiée et les instruments de ratification échangés à Paris dès que possible.

2. La présente Convention entrera en vigueur le premier jour du

deuxième mois qui suit celui au cours duquel a lieu l'échange des instruments de ratification. Ses dispositions s'appliqueront aux successions de personnes décédées et aux donations effectuées à partir de cette date.

3. La Convention du 18 octobre 1946, telle qu'elle a été modifiée par le Protocole du 17 mai 1948 et la Convention du 22 juin 1956, prendra fin et cessera de s'appliquer à partir de la date à laquelle la présente Convention entrera en vigueur conformément au paragraphe 2.

Article 20

Dénonciation

1. La présente Convention demeurera en vigueur tant qu'elle n'aura pas été dénoncée par l'un des Etats contractants. Toutefois, à partir de la cinquième année suivant celle de l'entrée en vigueur de la présente Convention, chacun des Etats contractants pourra, entre le 1er janvier et le 30 juin, la dénoncer par note écrite, adressée par la voie diplomatique, avec effet à partir de la fin de l'année civile au cours de laquelle la note aura été adressée. Dans ce cas, ses dispositions ne s'appliqueront pas aux successions de personnes décédées ou aux donations effectuées après la fin de l'année civile pour la fin de laquelle la présente Convention a été dénoncée.

2. Nonobstant les dispositions du paragraphe 1, si du fait des modifications intervenues dans la législation fiscale d'un des Etats contractants, les effets de la présente Convention sont modifiés de façon substantielle, chacun des Etats contractants pourra, par la voie diplomatique, la dénoncer par note écrite avec effet au plus tôt à partir de la fin de la période de six mois suivant la note. Dans ce cas, ses dispositions ne s'appliqueront pas aux successions de personnes décédées ou aux donations effectuées à partir de la date de prise d'effet de la dénonciation.

En foi de quoi, les plénipotentiaires des deux Etats contractants ont signé la présente Convention et y ont apposé leurs sceaux.

Fait à Washington, en double exemplaire, en langue anglaise et française, les deux textes faisant également foi,
le vendredi 24 novembre 1978.

Pour le Président
des Etats-Unis
d'Amérique

Pour le Président
de la République française

ITALY

Exchanges in Education and Culture

*Agreement signed at Rome December 15, 1975;
Entered into force July 28, 1980.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC
FOR EXCHANGES IN THE FIELDS OF EDUCATION AND CULTURE

The Government of the United States of America
and the Government of the Italian Republic,

Considering that pursuant to the Agreement of
December 18, 1948, as amended,^[1] beneficial programs of
educational and cultural exchange between the United
States of America and Italy have been developed;

Wishing through such valuable programs to continue
to contribute to mutual understanding and friendly re-
lations between the two countries;

and

Desiring by carrying out such programs to pursue
and deepen cooperation between the two countries;

Have agreed on the following:

Article 1

(a) There shall be established a commission to
be known as the Commission for Exchanges in the fields
of Education and Culture between the United States of
America and the Italian Republic hereinafter called
"The Commission" to be recognized by both Governments
as an organization devoted to the promotion of a broad
exchange of knowledge and skills by means of a mutually
coordinated program.

(b) The Commission shall be accorded and shall
enjoy corporate status under the laws of Italy. In
the United States it shall enjoy status and treatment
in accordance with the Mutual Educational and Cultural
Exchange Act of 1961, as amended,^[2] and as a body in-
corporated in Italy.

Article 2

(a) The Commission shall consist of twelve members,
of whom six shall be citizens of the United States of
America, appointed by the Chief of the United States
diplomatic mission in Rome, and six Italian citizens,
appointed by the Italian Minister for Foreign Affairs.

¹ TIAS 1864, 3148, 3278, 4254, 6179, 6408; 62 Stat. 3465; 5 UST 2913; 6 UST 2081; 10 UST 1186; 17 UST 2338; 18 UST 3158.

² 75 Stat. 527; 22 U.S.C. § 2451.

(b) The Commission shall elect from among its members a Chairman, who shall enjoy the same voting rights as the other members.

(c) The members shall serve a term of office of one year beginning December 31 following their appointment, and such term shall be renewable. The members shall serve without compensation; the Commission may, however, authorize payment of expenses incurred by members attending meetings of the Commission. The Commission shall adopt such rules and appoint such committees as it may deem necessary for the conduct of its affairs.

Article 3

For the fulfillment of the aims mentioned in Article 1, through the use of funds assigned to the Commission under the terms of Article 5, the Commission is empowered to:

(1) Prepare and carry out programs of study, research, instruction and other educational activities by or for American nationals in Italy and by or for Italian citizens in the United States of America.

(2) Propose to the Board of Foreign Scholarships of the United States of America the candidacies of students, teaching fellows, research scholars, and teachers of Italian nationality desiring to participate in the programs provided within the scope of the present Agreement.

(3) Approve the candidacies and take such steps as may be necessary for admission to Italian academic institutions of students, teaching fellows, research scholars, and teachers of American nationality selected by the aforesaid Board of Foreign Scholarships for participation in the programs provided within the scope of the present Agreement.

(4) Inform the Board of Foreign Scholarships of the requirements of relevant Italian institutions of particular interest to American candidates.

(5) Employ a director and the necessary administrative and clerical staff, establish their remuneration and conditions of employment and provide for payment of administrative expenses from the funds referred to in Article 5.

(6) Accept funds and property pursuant to Article 5 and such other funds from appropriate public and private sources as may be contributed for the purposes of the Commission. This function of accepting funds and property may not be delegated.

(7) Appoint a Treasurer responsible for the collection of funds, which shall be deposited in bank accounts registered in the name of the Commission, with the understanding that the appointment of the Treasurer and the choice of banks in which the Commission's funds shall be deposited shall be approved by the Government of the United States of America and the Government of the Italian Republic.

(8) Authorize the Treasurer to disburse the sums necessary to carry out the programs.

(9) Ensure the periodic audit of the Commission's accounts in a form to be determined by certified public accountants designated by the Government of the United States of America and the Government of the Italian Republic.

(10) Do such other things as are necessary and proper to accomplish the foregoing, consistent with the other provisions of the present Agreement and the relevant laws of the Parties to this Agreement.

Article 4

All commitments, obligations, and expenditures authorized by the Commission for payment from funds being contributed by the two Governments pursuant to Article 5 of the present Agreement shall be made within funds actually placed at its disposal at the time of authorization and shall conform to the annual budget established by the Commission, subject to approval by the Secretary of State of the United States of America and the Minister for Foreign Affairs of the Italian Republic.

Article 5

Mindful of the important purposes of this Agreement, the Governments of the United States of America and the Italian Republic agree that:

(1) The level of funds made available to the Commission in fiscal year 1973, *i.e.*, 150,000,000 lire from Italy and \$300,000 from the United States, constitute a reasonable basis for planning the level of future funding;

(2) Contributions are subject to the annual availability of funds to the two Governments and may be increased beyond the 1973 level as warranted by program developments and related financial requirements;

(3) Funds and property of the American Commission for Cultural Exchange with Italy established by the Agreement of December 18, 1948, as amended, shall be transferred to the Commission to be used for the purposes of educational exchange.

Article 6

(a) Except as provided in Article 5 hereof, the Commission shall be exempt from the federal and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement.

(b) The Contracting Parties undertake on a reciprocal basis to grant:

1) Exemption from any national, regional, local or city tax on transfer of cash or acquisition through purchase or gift of land and buildings to be used for the Commission purposes.

2) Exemption from both national and local direct taxes, dues and contributions of any kind, concerning the liquid funds obtained under Article 3, section 6 and Article 5, as well as the income thereof, or those pertaining to the lands and buildings owned by the Commission and the income thereof, provided the above mentioned liquid funds and buildings are exclusively used for the purposes of the Commission. This exemption does not apply to taxes which are due for payment of services rendered.

3) Facilitations envisaged by the Agreement on the Importation of Educational, Scientific and Cultural Materials, signed at Lake Success, New York, on November 22, 1950,^[1] as far as the educational material and other educational and cultural objects are concerned, which are to be used for the attainment of the Commission objectives.

Article 7

The Commission shall present to the two Governments an annual report on its activities and on the utilization of funds made available to it.

¹ TIAS 6129; 17 UST 1835.

Article 8

The Commission shall have its headquarters in Rome; however, it or one of its committees may meet in other places approved by the Commission itself and the activities of the members or employees of the Commission may be carried on in other places approved by the Commission.

Article 9

This Agreement may be amended by an exchange of diplomatic notes between the Government of the United States of America and the Government of the Italian Republic.

Article 10

(a) Either of the Parties may terminate the present Agreement by notifying the other Party, in writing, of its wish in this respect. The termination of this Agreement shall take effect thirty days after the end of the first Italian academic year following the date of notification.

(b) In the event that the present Agreement is terminated, all funds and assets of the Commission shall become the property of the Government of the United States of America and the Government of the Italian Republic, subject to such conditions, restrictions, and responsibilities as may have been imposed thereon prior to the termination of the Agreement, and shall be divided between them in proportion to their respective contributions to the Commission during the life of the Agreement.

Article 11

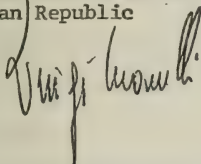
The present Agreement shall enter into force at such time as the Government of the Italian Republic has notified the Government of the United States of America that the formalities required by Italian law have been fulfilled.^[1] It shall thereupon supersede the Agreement between the Government of the United States of America and the Italian Government signed at Rome on December 18, 1948, as amended.

¹ July 28, 1980.

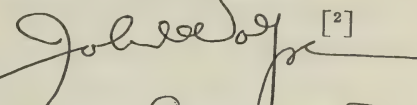
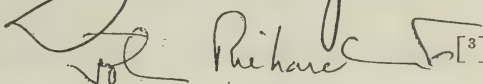
IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done at Rome, in two originals, in the English and Italian languages, both texts being equally authentic, this 15th day of December 1975.

For the Government of the
Italian Republic

 [1]

For the Government of the
United States of America

 [2]
 [3]

[SEAL]

[SEAL]

¹ Luigi Granelli.

² John A. Volpe.

³ John Richardson, Jr.

ACCORDO TRA IL GOVERNO DEGLI STATI UNITI D'AMERICA E IL
GOVERNO DELLA REPUBBLICA ITALIANA PER GLI SCAMBI TRA I
DUE PAESI NEL CAMPO DELL'ISTRUZIONE E DELLA CULTURA .

ACCORDO TRA IL GOVERNO DEGLI STATI UNITI D'AMERICA E IL
GOVERNO DELLA REPUBBLICA ITALIANA PER GLI SCAMBI TRA I
DUE PAESI NEL CAMPO DELL'ISTRUZIONE E DELLA CULTURA.

Il Governo degli Stati Uniti d'America e il Governo della
Repubblica Italiana,

Considerando che, in seguito all'Accordo del 18 dicembre
1948, e successivi emendamenti, sono stati svolti proficui
programmi di scambi nel campo dell'istruzione e della cul-
tura tra gli Stati Uniti d'America e l'Italia;

Desiderando continuare con tali validi programmi a contri-
buire alla comprensione reciproca e ai rapporti amichevoli
tra i due paesi;

Desiderando, con l'attuazione di tali programmi, perseguire
o approfondire la collaborazione tra i due paesi;

Hanno concordato quanto segue:

Articolo 1.

- (a) Verrà istituita una commissione che sarà denominata
Commissione per gli Scambi nel campo dell'istruzione
e della Cultura tra gli Stati Uniti d'America e l'Ita-
lia, in appresso chiamata "La Commissione", che en-
trambi i Governi riconosceranno come ente preposto alla
promozione di un ampio scambio di conoscenze ed atti-
vità nell'ambito della cultura e dell'istruzione me-
diante un programma coordinato congiuntamente.
- (b) Alla Commissione sarà accordato e godrà di status di
ente con personalità giuridica (corporate status) con-
formemente alla legislazione italiana. Negli Stati Uni-
ti essa godrà dello status e del trattamento conforme

alla Legge del 1961 sugli scambi reciproci nel campo dell'istruzione e della cultura (*Mutual Educational and Cultural Exchange Act of 1961*), e successivi emendamenti, e come un ente con personalità giuridica (*body incorporated*) in Italia.

Articolo 2.

- (a) La Commissione sarà composta da dodici membri, di cui sei saranno cittadini degli Stati Uniti d'America, nominati dal Capo della missione diplomatica degli Stati Uniti a Roma, e sei cittadini italiani nominati dal Ministro degli Affari Esteri italiano.
- (b) La Commissione eleggerà tra i suoi membri un presidente che godrà degli stessi diritti di voto degli altri membri.
- (c) I membri saranno in carica per un anno a cominciare dal 31 dicembre successivo alla loro nomina, e tale carica sarà rinnovabile. I membri svolgeranno le loro funzioni senza compenso; la Commissione potrà autorizzare il pagamento delle spese incorse dai membri che partecipano alle riunioni della Commissione. La Commissione adatterà le regole e nominerà i comitati che riterrà necessari allo svolgimento dei propri compiti.

Articolo 3.

Per il raggiungimento dei fini di cui all'Articolo 1, utilizzando i fondi assegnati alla Commissione ai sensi dell'Articolo 5, la Commissione è autorizzata a:

- (1) Preparare e realizzare programmi di studio e ricerca, insegnamento e altre attività nel campo dell'istruzione svolti da o a favore di persone di nazionalità americana in Italia e svolti da o a favore di cittadini italiani negli Stati Uniti d'America.

- (2) Proporre all'Ente per le borse di studio all'Esero (Board of Foreign Scholarships) degli Stati Uniti d'America le candidature di studenti, assistenti, ricercatori e docenti di nazionalità italiana che desiderano partecipare ai programmi previsti nello ambito del presente Accordo.
- (3) Approvare le candidature e adottare le misure necessarie per l'ammissione agli Istituti accademici italiani di studenti, assistenti, ricercatori e docenti di nazionalità americana scelti dal predetto Ente per le Borse di Studio all'Esero (Board of Foreign Scholarships) per la partecipazione ai programmi previsti nell'ambito del presente Accordo.
- (4) Informare l'Ente per le Borse di Studio all'Esero (Board of foreign scholarships) dei requisiti richiesti dagli istituti italiani di interesse rilevante per i candidati americani.
- (5) Assumere un direttore e il necessario personale amministrativo e impiegatizio, fissarne la retribuzione e le condizioni di impiego, e provvedere al pagamento delle spese amministrative sui fondi di cui all'Articolo 5.
- (6) Accettare fondi e proprietà ai sensi dell'Articolo 5 ed altri simili fondi che potranno essere concessi da appropriate fonti pubbliche e private per il raggiungimento dei fini della Commissione. Tale funzione di accettare fondi e proprietà non può essere delegata.
- (7) Nominare un Tesoriere responsabile per la riscossione dei fondi, che saranno depositati in conti bancari registrati a nome della Commissione, con l'intesa

che la nomina del Tesoriere e la scelta delle banche in cui verranno depositati i fondi della Commissione dovranno essere approvati dal Governo degli Stati Uniti d'America e dal Governo della Repubblica Italiana.

- (8) Autorizzare il Tesoriere ad effettuare i pagamenti necessari per la realizzazione dei programmi.
- (9) Assicurare la verifica periodica dei conti della Commissione con modalità che saranno stabilite da revisori dei conti abilitati all'esercizio professionale (certified public accountants) designati dal Governo degli Stati Uniti d'America e dal Governo della Repubblica Italiana.
- (10) Fare quant'altro é necessario ed opportuno per realizzare quanto precede, conformemente alle altre disposizioni del presente Accordo e alle leggi in materia delle parti contraenti.

Articolo 4.

Tutti gli impegni, gli obblighi e le spese autorizzate dalla Commissione per pagamenti gravanti sui fondi concessi dai due Governi conformemente all'Articolo 5 del presente Accordo dovranno essere contenuti entro i limiti dei fondi effettivamente messi a sua disposizione al momento dell'autorizzazione o dovranno conformarsi al bilancio annuale stabilito dalla Commissione, subordinatamente all'approvazione da parte del Segretario di Stato degli Stati Uniti d'America e del Ministro degli Affari Esteri della Repubblica Italiana.

Articolo 5.

Consci degli scopi importanti del presente Accordo, i Governi degli Stati Uniti d'America e della Repubblica Italiana concordano quanto segue: (1) il livello dei fondi messi a disposizione della Commissione nell'esercizio finanziario

1973, cioè Lire 150.000.000 dall'Italia e \$ 300.000 dagli Stati Uniti, costituisce una base ragionevole per programmare il livello dei futuri finanziamenti; (2) i contributi dipendono dalla disponibilità annuale dei fondi dei due Governi e possono essere aumentati oltre il livello del 1973 come richiesto dagli sviluppi dei programmi e relative necessità finanziarie; (3) i fondi e la proprietà della Commissione americana per gli Scambi Culturali con l'Italia istituita con l'Accordo del 18 dicembre 1948, e successivi emendamenti, dovranno essere trasferiti alla Commissione per essere utilizzati ai fini degli scambi nel campo dell'istruzione.

Articolo 6.

(a) Ad eccezione di quanto previsto dall'articolo 5 del presente Accordo, la Commissione non sarà soggetta alla legislazione interna ed alle leggi locali degli Stati Uniti d'America per quanto esse si riferiscono all'uso e alla spesa di valute e di crediti per valute per gli scopi stabiliti dal presente Accordo.

(b) Le parti contraenti si impegnano ad accordare, su base di reciprocità:

1) l'esenzione dalle tasse e imposte sia statali che di enti locali afferenti sia alle liberalità (cessioni e trasferimenti) di fondi liquidi che all'acquisizione a titolo oneroso o gratuito dei terreni e fabbricati destinati alle finalità e usi della Commissione;

2) l'esenzione dalle imposte dirette, tasse e contributi di ogni specie, sia statali che di enti locali, concernenti i fondi liquidi acquisiti ai sensi dell'art. 3 paragrafo 6 e articolo 5, nonché sui redditi

ad essi afferenti, o gravanti sui terreni e fabbricati di proprietà della Commissione e sui relativi redditi, sempre che detti fondi liquidi e gli immobili risultino destinati agli usi esclusivi della Commissione stessa. Dalla esenzione sono esclusi quei tributi che siano percepiti in remunerazione dei servizi resi;

3) le agevolazioni previste dall'Accordo per l'importazione di oggetti di carattere educativo, scientifico e culturale, adottato a Lake Success, New York, il 22 novembre 1950, per quanto riguarda il materiale didattico e gli altri oggetti di carattere educativo e culturale, destinati alla realizzazione degli scopi della Commissione.

Articolo 7.

La Commissione presenterà ai due Governi una relazione annuale sulle sue attività e sull'utilizzazione dei fondi messi a sua disposizione.

Articolo 8.

La Commissione avrà la sede a Roma; tuttavia essa o uno dei suoi comitati potrà riunirsi in altri luoghi approvati dalla Commissione stessa e le attività dei suoi membri o impiegati potranno essere svolte in altri luoghi approvati dalla Commissione.

Articolo 9.

Il presente Accordo potrà venire emendato con scambio di note diplomatiche tra il Governo degli Stati Uniti d'America e il Governo della Repubblica Italiana.

Articolo 10.

- (a) Ciascuna delle Parti può porre termine al presente Accordo notificando all'altra Parte, per iscritto, il suo desiderio di porvi termine. La cessazione dell'Accordo avrà effetto trenta giorni dopo la fine del primo anno accademico italiano successivo alla data di tale notifica.
- (b) Qualora il presente Accordo abbia termine, tutti i fondi e il patrimonio della Commissione diventeranno di proprietà del Governo degli Stati Uniti d'America e del Governo della Repubblica Italiana, subordinatamente alle condizioni, limitazioni e responsabilità che eventualmente siano state poste su di essi anteriormente alla cessazione dell'Accordo, e saranno divisi tra di loro in proporzione ai loro rispettivi contributi alla Commissione, versati mentre l'Accordo era in vigore.

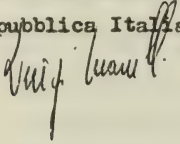
Articolo 11.

Il presente Accordo entrerà in vigore dal momento in cui il Governo della Repubblica Italiana avrà notificato al Governo degli Stati Uniti d'America che le formalità richieste dall'ordinamento giuridico italiano sono state soddisfatte. Esso allora sostituirà l'Accordo tra il Governo degli Stati Uniti d'America e il Governo italiano firmato a Roma il 18 dicembre 1948, e successivi emendamenti.

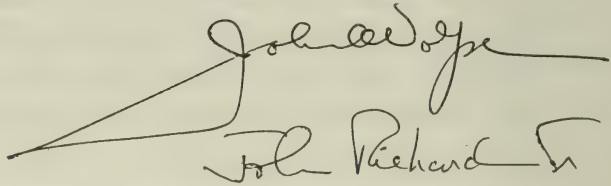
IN TESTIMONIANZA DI CHE, i sottoscritti, essendo debitamente autorizzati dai propri rispettivi Governi, hanno firmato il presente Accordo.

Fatto a Roma in due originali, nelle lingue italiana e
inglese, ambedue i testi facenti uguale fede, oggi
15 dicembre 1975.

Per il Governo della
Repubblica Italiana



Per il Governo degli
Stati Uniti d'America



JAPAN

Atomic Energy: Liquid Metal-Cooled Fast Breeder Reactors

***Agreement signed at Tokyo January 31, 1979;
Entered into force January 31, 1979.***

AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE POWER REACTOR AND NUCLEAR FUEL DEVELOPMENT CORPORATION OF JAPAN
IN THE FIELD OF LIQUID METAL-COOLED FAST BREEDER REACTORS

WHEREAS

The United States Atomic Energy Commission (AEC) and the Power Reactor and Nuclear Fuel Development Corporation (PNC) of Japan exchanged research and development information in the field of fast breeder reactors under the terms of an Arrangement between them signed on March 4, 1969, as amended by additions made in March 1976.

This agreement is subject to the applicable terms and conditions of the Agreement for Cooperation in the Civil Uses of Atomic Energy between the Governments of Japan and the United States signed February 26, 1968, as amended, ^[1] and other terms and conditions set forth herein.

PNC had been established by Law 73 of July 20, 1967 enacted by the Government of Japan in order to conduct the development of certain nuclear technology including that related to fast breeder reactors. Pursuant to such legislation, PNC was authorized to enter into a cooperative arrangement related to fast breeder reactors.

The United States and Japan are both parties to the Treaty on the Non-Proliferation of Nuclear Weapons ^[2] and, therefore, have as a mutual

¹ TIAS 6517, 7306, 7758; 19 UST 5214; 23 UST 275; 24 UST 2323.

² Done July 1, 1968. TIAS 6839; 21 UST 483.

interest the development of nuclear energy in such a manner as to enhance prospects for restraining the proliferation of nuclear weapons.

Certain responsibilities of the AEC were transferred to the United States Energy Research and Development Administration (ERDA) on January 18, 1975, and the exchanges of fast breeder reactor information continued between ERDA and PNC since that date. These responsibilities included authorization for ERDA to enter into a cooperative arrangement related to fast breeder reactors.

On October 1, 1977, all the functions vested by law in the ERDA were transferred to the Department of Energy (DOE). DOE and PNC have a mutual interest in developing the Liquid Metal-Cooled Fast Breeder Reactor (LMFBR) and in maintaining important roles in such development.

DOE and PNC wish to continue close and long term cooperation in the field of LMFBR technology which, for purposes of this Agreement, includes research, development and demonstration.

IT IS AGREED AS FOLLOWS:

ARTICLE 1

Cooperation between the Parties in the development of the LMFBR shall be directed towards finding solutions to mutually agreed problems associated with the design, development, construction and operation of nuclear power systems utilizing LMFBRs, and to exchanging information developed during the resolution of these problems. This cooperation may include exchange of experience and results of theoretical, experimental, and conceptual design programs; and agreed research and development projects. Cooperation between the two Parties shall be on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

The areas of cooperation in LMFBR technology covered by this Agreement may include --

1. Reactor neutronics analysis and experimentation, to include reactor and plant shielding and nuclear data.
2. Reactor and plant safety.
3. Fuels and materials compatible with high neutron flux and high temperature coolant, to include structural, component, absorber and circuit materials, and fuels which could tend to reduce or eliminate the production of material directly usable in nuclear explosive devices.
4. Fuel cycle including fabrication, reprocessing, waste processing and storage, shipment and fuel cycles which may be resistant to diversion of material for the production of nuclear explosive devices.
5. Nuclear steam supply systems and their associated components, to include component and system design, instrumentation and control, thermal hydraulics, structural analysis and architectural design.
6. Sodium technology, to include detection of impurities, purification control, component cleaning and decontamination, sodium leaks and sodium fires.
7. Quality assurance and non-destructive practices.
8. Design, construction, test and operation of LMFBRs, with emphasis on plant experience.
9. Economic and environmental considerations.
10. Safeguards technology.
11. Research and development conducted in non-nuclear test facilities that support LMFBR programs.

Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation in accordance with this Agreement may include but is not limited to the following forms --

1. Exchange of scientists, engineers, and other specialists for participation in agreed research, development and demonstration, analysis, design, and experimental joint activities conducted in scientific centers, laboratories, engineering offices and facilities of each of the Parties or its contractors for agreed periods.
2. Exchange or loan of samples, materials, instruments, and components for testing.
3. Exchange of scientific and technical information including results and methods of research and development.
4. Organization and conduct of working groups as defined in Article 4(3), seminars and other meetings on specific agreed topics covering basic problems of research and development concerning LMFBR technology in areas listed in Article 2, in a manner agreed by the Joint Coordinating Committee (Article 4).
5. Short visits by specialist teams or individuals to the LMFBR facilities and non-nuclear test facilities in support of the LMFBR programs of the other Party.
6. The use by one Party of the facilities owned or operated by the other Party. Such use of facilities shall be the subject of separate agreements between the Parties, and may be subject to commercial terms and conditions.
7. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement between the Parties.

TIAS 9814

Other specific forms of cooperation may be agreed by the Parties and approved by the Joint Coordinating Committee (Articles 4 and 5).

ARTICLE 4

1. To supervise the execution of this Agreement, a DOE/PNC Joint Coordinating Committee on Cooperation in Liquid Metal-Cooled Fast Breeder Reactor Development shall be established. The Joint Coordinating Committee shall consist of up to ten members, half of whom shall be appointed by each Party. This Committee shall meet each year alternately in the United States and in Japan, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Committee. In addition, each Party shall have the right to invite advisors to such meetings, as necessary.
2. At its meetings the Joint Coordinating Committee shall evaluate the status of cooperation under this Agreement. This evaluation shall include an assessment of the balance of exchange in the various areas of cooperation listed in Article 2 and, if necessary, a consideration of measures required to correct any imbalances.
3. For the detailed management of the cooperation, joint working groups shall be appointed by the Joint Coordinating Committee to cover each of the areas listed in Article 2. Each joint working group shall agree on specific plans for cooperation in its respective area, within guidelines and policy set by the Joint Coordinating Committee. Each joint working group shall be responsible for the working contacts between the Parties in their respective areas of cooperation.
4. At least once a year each joint working group shall report on

their cooperative activities since the previous meeting of the Joint Coordinating Committee, and shall propose for acceptance a program of cooperation for the next twelve months.

ARTICLE 5

1. Major new proposals for cooperation proposed by either of the Parties shall be reviewed, if deemed sufficiently important, by the Joint Coordinating Committee.
2. Where it is decided that a joint project under this Agreement shall be subject to a formalized specific Memorandum of Agreement executed by both Parties, the specific agreement shall cover all detailed provisions including patents, exchange of equipment, and information disclosure.

ARTICLE 6

1. The Parties shall exchange, as agreed on a mutually beneficial basis, scientific and technical information documents and results of research and development of related work carried out under this Agreement. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them, from the technical areas described in Article 2.
2. PNC shall provide DOE with abstracts in English of reports or other information from Japan's LMFBR program to be exchanged in accordance with the provisions of this Agreement. PNC shall provide the full text in English of mutually agreed upon numbers of reports. Payments for translation will be decided by the Parties on a case-by-case basis.
3. Seminar proceedings and reports of joint activities carried out under this Agreement shall be published as joint publications, as

mutually agreed by both Parties.

4. Both Parties agree that information developed and exchanged under this Agreement should be given wide distribution. Such information, except as noted in paragraphs 5 and 6 of this Article, may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.
5. It is recognized by both Parties that in the process of exchanging information, or in the process of other cooperation, the Parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information and know-how, made available hereunder which is acquired by either Party prior to, or outside, the course of these activities, and which bears a restrictive designation, shall be respected by the receiving Party and shall not be used for commercial purposes or made public without the written consent of the transmitting Party. Such property is defined as --
 - a) of a type customarily held in confidence by commercial firms;
 - b) not generally known or publicly available from other sources;
 - c) not having been made available previously by the transmitting Party to others without an agreement concerning its confidentiality; and
 - d) not already in the possession of the receiving Party or its contractors.
6. Recognizing that "industrial property of a proprietary nature" as defined above, may be necessary for the conduct of specific joint activities or may be included in an exchange of information, such property shall be used only in the furtherance of LMFBR programs in the receiving country. Its dissemination shall, unless

otherwise mutually agreed, be limited as follows —

- a) to persons within or employed by the receiving Party, and to other concerned agencies of the Government of the receiving Party; and
 - b) to prime or subcontractors of the receiving Party for use only within the territory of the receiving Party and within the framework of its contract(s) with the respective Party engaged in work relating to the subject matter of the information so disseminated,
- provided that the information disseminated to any person under subparagraphs a) or b) above shall bear a marking restricting dissemination outside the recipient's organization.

Each party shall use its best efforts to ensure that the dissemination of proprietary data received under this Agreement is controlled as prescribed herein.

ARTICLE 7

Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of material within the scope of paragraphs 1, 3 and 4 of Article 6 owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted material.

ARTICLE 8

The application or use of any information exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the

suitability of such information for any particular use or application.

ARTICLE 9

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement --
 - a) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:
 - 1) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in countries to the Assigning Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto, for use in fast breeder reactor programs and facilities.
 - 2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Receiving Party, with the right to grant sublicenses, under any such invention or discovery and any patent or other protection relating thereto, for use in fast breeder reactor programs and facilities.
 - b) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors

or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license with the right to grant sublicenses in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries for use in fast breeder reactor programs and facilities.

- c) With regard to other specific forms of cooperation, including loans or exchanges of materials, instruments, and equipment for special joint projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party with the right to grant sublicenses in and to such invention or discovery for use in fast breeder reactor programs and facilities, and their rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.
2. The preceding paragraph 1 of this Article shall apply mutatis mutandis to design protection.
3. Neither Party shall discriminate against citizens of the country of the other Party with respect to granting any licenses or sublicenses under any invention or discovery pursuant to paragraph 1 above. It is understood that the licensing policies and practices of each Party may be affected because of the rights of both Parties to grant licenses within a single country. Accordingly, either Party may request, in regard to a single invention or discovery or class of

inventions or discoveries, that the Parties consult in an effort to lessen or eliminate any detrimental effect that the parallel licensing authorities may have on the policies and practices of the Parties.

4. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws. In view of the provisions of Article 35 of the Japanese Patents Act of April 13, 1959, PNC shall, prior to the assignment of any Japanese personnel to a United States facility, secure from the Japanese employer of such personnel, a commitment that the employer agrees to hold the Government of the United States of America and its contractors harmless with respect to any claim of the employee for compensation under Article 35 of the Japanese Patent Act with respect to any inventions within the scope of paragraph 1 hereof, and PNC will pay any remuneration to the inventor under said Article 35.

ARTICLE 10

Both Parties agree that in the event equipment is to be exchanged or supplied by one Party to the other for use in joint projects, or projects as mutually agreed upon, the following provisions shall apply covering the shipment and use of agreed equipment.

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and informational documentation.
2. The equipment and necessary spare parts supplied by the sending Party for use in joint projects shall remain its property and shall be returned to the sending Party upon completion of the joint project unless otherwise agreed.

3. The above-mentioned equipment shall be brought into operation at the host establishment only by mutual agreement between the Parties or between their senior representatives at the host establishment.
4. The host establishment shall provide the necessary premises for the equipment, and will provide for electric power, water, gas, etc., in accordance with technical requirements which shall be as mutually agreed.
5. Responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Japan convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route, shall rest with DOE.
6. Responsibility and expenses for the transport of equipment and materials from Japan by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route, shall rest with PNC.
7. The equipment provided by the sending Party for carrying out joint projects shall be considered to be scientific, not having a commercial character.
8. The receiving Party shall be responsible for safekeeping and insurance en route from authorized port of entry to the ultimate destination and return.

ARTICLE 11

The following provisions shall apply concerning exchanges of staff.

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure the selection of adequate staff with skills

and competence necessary to conduct the agreed upon cooperation. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

2. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.
3. Each Party shall pay for the travel and living expenses of its staff when staying at the establishment of the host Party unless otherwise agreed.
4. The host establishment shall arrange for comparable accommodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.
5. Each Party shall provide all necessary assistance to the staff of the other Party as regards administrative formalities.
6. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment-of-staff agreements.

ARTICLE 12

Both Parties agree that the following provisions shall apply concerning compensation for damages incurred under this Agreement. It is understood that such compensation shall be in accordance with the laws of the country on whose territory damages will have been incurred, except as otherwise provided.

1. Definitions

- a) "Staff" of a Party means the employees of the Party, its contractors and subcontractors performing services under this Agreement, and employees of these contractors and subcontractors performing services under this Agreement.
- b) "Equipment" or "Property" of a Party means the equipment or

property owned by that Party, or by the contractor and sub-contractors of that Party who perform services in connection with joint activities under this Agreement.

2. First and Second Party Damages

- a) Each Party shall alone be responsible for payment of compensation for damages suffered by its staff regardless of where the damages have been incurred, and shall not bring suit or lodge any other claims against the other Party for damages to its property, except as noted in paragraphs 2.b and 2.c.
- b) If the damage suffered by the staff of one of the Parties is due to the gross negligence or intentional misconduct of the staff of the other Party, the latter shall reimburse the former an agreed sum of monies which the former would be obliged to pay to the person or persons suffering the damages.
- c) If damages to the property of one Party are due to the gross negligence or intentional misconduct of the staff of the other Party, the latter shall compensate the former for the damages suffered.

3. Third Party Damages

a) By Defective Equipment

Damages caused to the staff or property of a Third Party by defective equipment of a Party shall be compensated for by the Party to which the equipment belongs, except as noted in paragraph 3.c.

b) By Staff

Damages caused to the staff or property of a Third Party by the staff of a Party shall be compensated for by the Party in whose territory the damages occurred, except as noted in paragraph 3.c.

c) Gross Negligence or Intentional Misconduct

If damages referred to in paragraphs 3.a and 3.b were due to the gross negligence or intentional misconduct of the staff of a Party, that Party shall bear the financial responsibility in regard to the Third Party.

d) Damage by Third Party

In the event of damage of any kind caused by a Third Party to the staff or property of one or both of the Parties, each of these, upon the request of the other Party, shall render it aid in the corroboration of claims on the Third Party.

e) Resolution of Questions

The Party on whose territory the damage was incurred shall, in consultation with the other Party, take upon itself the resolution, with the Third Party, of all questions connected with the determination of the causes, extent and necessity for compensation for damages incurred. Any such resolution shall have the concurrence of the other Party. After determining the extent of the damages, both Parties shall decide, between themselves, the questions relating to compensation for damages incurred.

4. In the event of any dispute between the two Parties, a Committee shall be appointed by the Parties, with equal representation. The conclusions of the Committee shall be presented to DOE and PNC who will review the conclusions and arrive at a mutual agreement concerning final disposition.
5. The foregoing provisions of this Article shall have no applicability to damages caused by a nuclear incident, as defined by the laws of the countries to which the Parties belong. Compensation for damages caused by such nuclear incident shall be in

accordance with the laws of the countries of the Parties.

ARTICLE 13

The provisions of this Agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other Governments or persons, except that industrial property of a proprietary nature shall have limited dissemination as set forth in Article 6, paragraphs 5 and 6, of the Agreement. Moreover, it is expected that the present Agreement should facilitate industrial and commercial exchanges in the field of the LMFBR between the firms of the countries of the Parties with a view to mutual benefits from such exchanges for both countries.

ARTICLE 14

Cooperation under this Agreement shall be in accordance with laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 15

Each Party shall bear the costs of its participation in the activities under this Agreement. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 16

1. This Agreement shall enter into force upon signature, shall continue for a ten-year period, and may be extended by mutual agreement of the Parties. The implementation and progress under this Agreement may be subject to annual review by the Parties. This Agreement may be terminated at any time at the discretion of either Party, upon one year's advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.
2. In the event that, during the period of this Agreement, the nature of either Party's LMFER program should change substantially, whether this be by substantial expansion, reduction, transformation or amalgamation of major elements with the LMFER program of a Third Party, either Party shall have the right to request revisions in the scope and/or terms of this Agreement.
3. All joint activities not completed at the termination of this Agreement shall be continued until their completion under the terms of this Agreement.
4. This Agreement shall, as of the date of signature, supersede the Arrangement between the United States Atomic Energy Commission and the Power Reactor and Nuclear Fuel Development Corporation of Japan on Fast Breeder Reactors executed on March 4, 1969, as amended.

Done at Tokyo in duplicate in the English and Japanese languages, each equally authentic, this 31st day of January, 1979.

FOR THE UNITED STATES DEPARTMENT OF
ENERGY

NAME: Michael Mansfield ^[1]
TITLE: Ambassador

FOR THE POWER REACTOR AND NUCLEAR
FUEL DEVELOPMENT CORPORATION
OF JAPAN

NAME: Masao Segawa ^[2]
TITLE: President, PNC

¹ Michael Mansfield.

² Masao Segawa.

1979年1月31日、東京においてそれぞれ認証された英文及び日本文2通に署名された。

米国エネルギー省

Michael J. Mansfield

動力炉・核燃料開発事業団

氏名：X

氏名： 瀬川 正男

役職： *Ambassador*

役職： 理事長

有する企業財産が配布を制限されることを除き、両当事者が他の政府あるいは他の国民と関係をもつことを妨げるものではない。更に、本協定は、そのような交換が両国にとっても相互に有益であるという観点から両当事国の会社間でLMFBRの分野における工業的、商業的交換を促進することが期待されている。

第 14 条

本協定に基づく協力は、各当事国の法律及び規制に従うものとする。本協定期間中に生じる本協定に関連したすべての問題は、両当事者の相互の合意により解決されるものとする。

第 15 条

各当事者は本協定に基づく活動に参加するための費用を負担するものとする。両当事者の義務を遂行するための能力は、それに見合う資金の調達可能性に限定されるものと了解されている。

第 16 条

1. 本協定は署名により発効するものとし、10年間継続するものとし、相互の合意により延長できるものとする。本協定に基づく実施及び進展は両当事者により毎年検討されることがあるものとする。本協定は協定を終結させようとする当事者の文書による1年前の事前通告によりいずれの当事者の判断によっていつでも終結され得るものとする。上記の終結は、その終結の日までに本協定のもので、いずれかの当事者に与えられた権利を妨げないものとする。
2. 本協定の期間中に、いずれかの当事者のLMFBR計画が大幅に変更された場合には、それが実質的な拡大、縮小、変形、あるいは第三者のLMFBR計画との主要な要素の合併であるとかかわらず、各当事者は本協定の範囲及び、あるいは条件の改訂を請求する権利を有するものとする。
3. 本協定の終結時において完了していないすべての共同活動は、その完了まで本協定の条件に従って継続されるものとする。
4. 本協定は署名の日から、1969年3月4日に発効し、その後改訂された米国原子力委員会と日本の動力炉・核燃料開発事業団との間の高速増殖炉に関する協定によって代るものとする。

項に規定する場合を除き、当該機器が所属する当事者により弁償されるものとする。

b) 職員による損害

いずれかの当事者の職員により、第三者の職員あるいは財産に生じた損害が、3.c項に規定する場合を除き、自己の領域において損害が生じた当事者により弁償されるものとする。

c) 重大なる過失あるいは意図的な不正行為 3. a 項及び 3. b 項に記載する損害が、いずれかの当事者の職員の重大なる過失あるいは意図的な行為による場合には、その当事者は、第三者に対し財政的責任を有するものとする。

d) 第三者による損害

第三者によりいずれかの当事者あるいは両当事者の職員あるいは財産に対して損害が起された場合には、いかなる損害であっても、いずれかの当事者は、相手方当事者の要請に従い、第三者への請求を確認するための援助を行うものとする。

e) 問題の解決

自己の領域で損害が生じた当事者は相手方当事者と相談の上、こうむった損害に対する賠償の原因、程度、必要性の決定に関連したすべての問題について第三者との間で解決策を図るものとする。上記の解決策は第三者の合意を要するものとする。両当事者は損害の程度を決定した後、両者間において生じた損害に対する賠償に関する問題点を決定するものとする。

4. 両当事者間に、紛争が生じた場合には、両当事者は同数の代表から成る委員会を任命する。委員会の結論はDOE及びPNCに提出されるものとし、両者は上記結論を検討し、最終的な処理方法に関し、相互の合意に到達するものとする。
5. 本条前各項は、両当事者の属する国の法律に定義される原子力事故により生じた損害には適用されないものとする。かかる原子力事故により生じた損害に対する弁償は、両当事者の属する国の法律に従って行われるものとする。

第 13 条

本協定の規定は、他の協定あるいは諸契約に基づく本協定の当事者の権利あるいは義務に影響を及ぼさないものとする。本協定は、又、いかなる意味においても商業会社あるいは他の合法的に設立された企業が、両国において各国で適用される法律に従い、商行為に従事することを妨げるものではない。又、本協定の第6条5項及び6項に規定されるように商業機密的性格を

与えるものとする。

6. 両当事者の職員は、受け入れ施設で適用されている一般就業規則及び安全規制あるいは別途合意される職員派遣契約に従うものとする。

第 12 条

両当事者は、本協定に基づいて、こうむった損害の賠償に関し、下記の規定が適用されることに合意する。別段の規定がある場合を除いて、賠償は、その領域内で損害が発生した国の法律に従って行われることと了解されている。

1. 定 義

- a) 当事者の“職員”とは、当事者の従業員、本協定のもとに役務を遂行している当事者の契約者及び下請業者並びに本協定のもとで役務を遂行する上記契約者及び下請業者の従業員を意味する。
- b) 当事者の“機器”あるいは“財産”とは当該当事者あるいは本協定のもとに共同活動に関連して役務を遂行する当該当事者の契約者及び下請業者が所有する機器あるいは財産を意味する。

2. 当事者の損害

- a) 各当事者は損害の生じた場所にかかわらず、自己の職員がこうむった損害に対して、損害賠償を支払う責任を単独で有するものとし、2. b 項及び 2. c 項に記載する場合を除き、自己の財産に対する損害に関し、相手方当事者に対して訴訟を起したり、あるいは他のいかなる請求をも起さないものとする。
- b) いずれかの当事者の職員がこうむった損害が、相手方当事者の職員による重大なる過失あるいは、意図的な不正行為による場合には、後者は前者に対し、前者が損害をこうむった人ないし人々に対して支払うべく合意された金額を弁済するものとする。
- c) いずれかの当事者の財産に対する損害が、相手方当事者の職員の重大なる過失あるいは意図的な不正行為による場合には、後者は前者に対し、こうむった損害に対する弁償をするものとする。

3. 第三者の損害

a) 欠陥機器

いずれかの当事者の欠陥機器により、第三者の職員あるいは財産に生じた損害は、3. c

- 部品は、別段の合意がなければ、供給側当事者の財産として存続し、共同プロジェクトの完了後、供給側当事者へ返還されるものとする。
3. 上記の機器は、両当事者間あるいは受け入れ機関の高級代表者間で相互に合意された場合にのみ、受け入れ機関において運用されるものとする。
 4. 受け入れ機関は、機器のための場所を提供し、又、相互に合意される技術的必要性に従い、電力、水、ガス等を提供するものとする。
 5. 米国から機器及び資材を飛行機あるいは船舶によって、最終目的地に適した日本の入国許可港への輸送と返送のための責任と経費及び輸送中の安全確保と保険の責任はDOEにあるものとする。
 6. 日本から機器及び資材を飛行機あるいは船舶によって、最終目的地に適した米国の入国許可港への輸送と返送のための責任と経費及び輸送中の安全確保と保険の責任はPNCにあるものとする。
 7. 共同プロジェクトを実施するために発送側当事者により提供された機器は、商業的性格を持たない科学的なものと考慮されるものとする。
 8. 受け入れ側当事者は、入国許可港から最終目的地までの往復輸送途上の安全性確保と保険について責任を有するものとする。

第 11 条

職員の交換に関しては下記の規定が適用されるものとする。

1. 職員の交換が本協定のもとに行われる場合には、各当事者は合意された協力の実施に必要な技術と能力を有した適格な職員の選任を行うものとする。それぞれの職員の派遣は両当事者間で別途締結される派遣契約に従うものとする。
2. 各当事者は、自己の職員に支払われる給料、保険及び諸手当に対して責任を有するものとする。
3. 各当事者は、別途合意がなければ受け入れ側当事者の施設に滞在する自己の職員の旅費及び生活費を支払うものとする。
4. 受け入れ施設は、相互に合意し得る互惠を基礎として、相手側当事者の職員およびその家族のために相応の宿舎を準備するものとする。
5. 各当事者は、相手側当事者の職員に対し、管理上の手続きに関する必要なすべての援助を

特殊な協力形態に関連してなされた場合には、両当事者は、その協力の結果として生じた発明あるいは発見に係わる権利の適切な配分を行うものとする。ただし、一般的に各当事者は、高速増殖炉計画及び施設において使用するため、自国内において当該発明あるいは発見に関する権利を所有し、相手方当事者に対し非独占的、取り消し不能、使用料無償の実施権を再実施権付で与えるものとする。また、他の国における当該発明あるいは発見に関する権利については衡平を基礎として両当事者で合意すべきものとする。

2. 本条前段第1項は意匠の保護についても準用するものとする。

3. いずれの当事者も前段第1項に基づく発明あるいは発見に関する実施権あるいは再実施権の許諾に際し、相手側当事者の国籍を理由とした差別をしないものとする。

各当事者の実施権許諾政策及び慣習は両当事者が一国内において実施権を許諾する権利を有するがために影響されうることが理解されている。したがって、いずれの当事者も一件の発明あるいは発見ないし是一群の発明あるいは発見に関連して、実施権許諾機関が重複することにより、両当事者の政策及び慣習に及ぼされる弊害を軽減あるいは排除するために両当事者が協議することを要求することができるものとする。

4. 各当事者は、自国の法律に従い自国民に支払うことが要求されている褒償金あるいは補償金を支払う責任を負うものとする。1959年4月13日付日本国特許法第35条の規定に従い、PNCは、米国施設への日本人職員の派遣に先立ち、当該職員の雇い主から本条第1項の範囲に属する発明に関して日本国特許法第35条に基づく当該職員の補償請求に関して、米国政府およびその契約先を免責する旨の確約を得るものとし、PNCは、又、上記35条に基づく発明者への対価を支払うものとする。

第 10 条

両当事者は、共同プロジェクトあるいは相互に合意されるプロジェクトで使用するため機器が交換されるか、あるいは一方の当事者から他方の当事者に供給される場合には、合意された機器の輸送及び使用については下記の規定が適用されることに合意する。

1. 供給側当事者は、関係する仕様書並びに技術的及び情報的文書と共に、供給される機器の詳細なリストをできるだけすみやかに提出するものとする。

2. 共同プロジェクトで使用するために、供給側当事者により供給された機器及び必要な予備

資料の複製権を与えるよう努力するものとする。

第 8 条

本協定のもとで、両当事者間で交換あるいは譲渡された情報の適用あるいは利用は、受け入れ側当事者の責任とし、提供側当事者は、その情報の特定の適用あるいは利用の適性について保証しないものとする。

第 9 条

1. 本協定の期間中あるいは本協定のもとになされ、又は考案された発明あるいは発見については：
 - a) 一方の当事者（派遣側当事者）、又は、その契約者の職員が科学者、技術者及びその他の専門家の交換に関連して、他方の当事者（受け入れ側当事者）、又は、その契約先に派遣されている間になされ、又は考案された場合、
 - 1) 受け入れ側当事者は、自国内及び第3国において当該発明あるいは発見に関するすべての権利、権原及び利益を取得するものとし、派遣側当事者に対して、これらの諸国において、高速増殖炉計画及び施設において使用するための当該発明あるいは発見及び特許出願、特許あるいは同類の保護に関する再実施権付の非独占的、取り消し不能、使用料無償の実施権を与えるものとする。
 - 2) 派遣側当事者は、自国内において当該発明あるいは発見に関するすべての権利、権原及び利益を取得するものとし、受け入れ側当事者に対し、高速増殖炉計画及び施設において使用するための当該発明あるいは発見及び特許出願、特許あるいは同類の保護に関する再実施権付の非独占的、取り消し不能、使用料無償の実施権を与えるものとする。
 - b) 本協定のもとで、一方の当事者あるいはその契約者によって伝達された、あるいはセミナーあるいはその他の合同会議の期間中に伝達された情報を利用して直接的な結果として、他方の当事者あるいはその契約者によりなされ、又は考案された場合には、発明を行った当事者は、すべての国において当該発明あるいは発見に関するすべての権利、権原及び利益を取得するものとし、相手方当事者に対し、すべての国において高速増殖炉計画及び施設において使用するための当該発明あるいは発見及び特許出願、特許あるいは同類の保護に関する再実施権付の非独占的、取り消し不能、使用料無償の実施権を与えるものとする。
 - c) 特定の共同プロジェクトのための資材、装置及び機器の貸付あるいは交換を含むその他

により、通常の経路を経て、両当事者の通常の手続に従って公表され得るものとする。

5. 両当事者は、情報交換あるいはその他の協力の過程において相互に“商業機密的性格を有する企業財産”を提供し合うことがあり得る旨、認識している。商業機密、発明、特許情報及びノウ・ハウを含むこの種財産は、本協定に基づき提供されるが、協定のもとでの協力活動の開始以前、あるいは協力活動以外の過程で、いずれかの当事者が獲得した財産、及び開示制限の指定のあるものは、受け入れ側当事者により尊重されるものとし、提供側当事者の文書による同意なしには商業上の目的のために利用されたり、あるいは公表されたりしないものとする。この財産は下記のとおり定義される。

- a) 通常、営利会社が秘密として所有する種類のもの
 - b) 一般に知られていないもの。あるいは他の機関からは一般に入手できないもの
 - c) その秘密保持に関する契約なしに提供側当事者が第三者に提供したことのないもの
 - d) 既に受け入れ側当事者あるいはその契約者の所有に属さないもの
6. 上に定義された“商業機密的性格を有する企業財産”が特定の共同活動の実施のために必要となり得ること、あるいは情報交換に含まれ得ることを認識した上で、そのような財産は受け入れ国におけるLMFBR計画の促進のためにのみ使用されるものとする。その財産の配布は、別途相互に合意されない限り、以下のとおり限定されるものとする。

- a) 受け入れ側当事者の内部の者あるいは職員及び受け入れ側当事者の政府の関係機関
- b) 受け入れ側当事者の領域内で、かつ配布された情報の主題に関連した作業に従事する各当事者との契約上の作業範囲内においてのみ使用することを条件として、受け入れ側当事者の主務契約者あるいは下請業者

ただし、上記a項あるいはb項に基づいて配布される情報は、相手が誰であっても、受け入れ機関外においては配布制限である旨の記号をつけるものとする。

各当事者は、本協定のもとに受領した商業機密データの配布に関しては、ここに規定するように管理されることを確保するため最善を尽すものとする。

第 7 条

いずれかの当事者あるいは協力機関及び協力者の著作権は、国際的に認められた保護基準に則した取り扱いを受けるものとする。一方の当事者が所有あるいは管理するもので第6条1項、2項及び3項の範囲内の資料の著作権に関しては、各当事者は相手側当事者に対し、著作権付

3. 協力を詳細に管理するため、合同調整委員会は第2条に記載の各分野のために合同ワーキング・グループを任命する。各合同ワーキング・グループは、合同調整委員会の定める指針及び政策の中で、それぞれの分野での協力のための特定の計画について合意するものとする。各合同ワーキング・グループは、それぞれの協力分野での両当事者間の活動の連絡に対して責任を有するものとする。
4. 各合同ワーキング・グループは、少なくとも年1回合同調整委員会の会議において、前回の合同調整委員会以降の協力活動を報告し、次の12カ月に渡っての協力計画の承認を得るための提案を行うものとする。

第 5 条

1. 両当事者のいずれかにより提案された協力のための新規の主要な提案は、もし十分に重要なものと見做される場合には、合同調整委員会により検討されるものとする。
2. 本協定に基づく共同プロジェクトが、両当事者により署名された一定の様式をそなえた特定の契約覚書に従って行われるべきことが決定された場合には、その特定の契約書は、特許、機器の交換及び情報の開示を含むすべての詳細な規定に渡るものとする。

第 6 条

1. 両当事者は、相互の利益に基づいて合意されるところに従い、本協定に基づいて遂行される関連作業の研究開発についての科学的及び技術的情報文献及び結果を交換するものとする。上記の情報は第2条に記載の技術分野に属し、両当事者の所有に属するか、あるいは各当事者に提供されうるもので、両当事者が開示する権利を有するものに限られるものとする。
2. PNCは、本協定の条項に従って交換される日本のLMFBR計画の報告書、あるいはその他の情報に英文の概要を付けてDOEに提供するものとする。PNCは、相互に合意する数の報告書について英文の報告書全文を提供するものとする。翻訳に対する支払いは、その都度両当事者間で決定するものとする。
3. 本協定のもとに実施されたセミナーの議事録及び共同活動の報告書は、両当事者により相互に合意されるところに従い、共同刊行物として発行されるものとする。
4. 両当事者は、本協定のもとで開発及び交換された情報は広く配布されるべきであることに合意する。上記の情報は、本条5項及び6項に記載されるものを除き、いずれかの当事者

1. 合意された期間、各当事者及び各当事者の契約者の科学センター、研究所、エンジニアリング事務所及び施設で行われる合意された研究、開発及び実証、解析、設計及び共同実験活動に参加するための科学者、技術者及びその他の専門家の交換
2. 試験のための試料、材料、器具及び機器の交換あるいは貸付
3. 研究開発の結果と方法を含む科学的、技術的情報の交換
4. 合同調整委員会（第4条）によって合意される方法で、第2条に記載されている分野のLMFBR技術に係わる研究開発についての基本的問題を含む特定の合意されたトピックスに関するセミナー及びその他の会議、第4条(3)に定義されているようなワーキング・グループの編成及び開催
5. 相手方当事者のLMFBR施設及びLMFBR計画を支持する非核試験施設への専門家チームあるいは個人による短期間の訪問
6. 相手方当事者の所有あるいは運営する施設の一方の当事者による使用。そのような施設の使用は両当事者間の別途契約に従うものとし、商業的条件に基づく場合もあるものとする。
7. 両当事者が作業及びあるいは経費を負担することに同意する共同プロジェクト。そのような各共同プロジェクトは両当事者間の別途契約に従うものとする。

その他の協力の特定の態様については、両当事者間で合意され、合同調整委員会で承認されることができるものとする。（第4及び5条）

第 4 条

1. 本協定の実施を監督するため、液体金属冷却高速増殖炉開発における協力に関するDOE/PNC合同調整委員会を設置するものとする。合同調整委員会は10人までのメンバーで構成され、各当事者から半数ずつ任命されるものとする。本委員会は、米国及び日本で毎年交互に、あるいは合意される他の時期及び場所で開催されるものとする。受け入れ当事者の代表団の団長は、委員会の会期中議長を務めるものとする。更に、各当事者は必要に応じて委員会に顧問を招へいする権利を有するものとする。
2. 合同調整委員会は、その会議において本協定のもとの協力の現状を評価するものとする。本評価は第2条に記載されている協力の種々の分野での交換の均衡の評価、及び必要であれば不均衡の修正に必要な方法の検討を含むものとする。

計、開発、建設及び運転に関連して、相互に合意された問題点の解決策の発見並びに問題点の解決にあたって開発された情報の交換を目標としている。

この協力は、理論的、実験的及び概念的設計プログラムに関する経験及び結果並びに合意された研究開発プロジェクトを含めることができる。両当事者間の協力は、相互の利益と衡平及び互惠主義に基づいて行われるものとする。

第 2 条

本協定に含まれる L M F B R 技術に関する協力の分野は下記のものを含めることができる。

1. 原子炉及びプラントシャヘい並びに核データを含む炉中性子工学の解析及び実験
2. 原子炉及びプラントの安全性
3. 構造・機器材料、吸収材料及び回路材料を含む高中性子束及び高温冷却材に適合する燃料・材料並びに核爆発装置に直接利用される材料の生産を削減あるいは排除できるような燃料
4. 加工、再処理、廃棄物処理及び貯蔵、輸送並びに核爆発装置の生産のための材料の転換を防止できるような燃料サイクルを含む燃料サイクル
5. 機器及びシステム設計、計測制御、熱水力学、構造解析及び建築設計を含む核蒸気供給システムとそれに関連する機器
6. 不純物検出、純度管理、機器洗浄及び汚染除去、ナトリウム漏洩及びナトリウム火災を含むナトリウム技術
7. 品質保証及び非破壊実験
8. プラント経験に重点を置く L M F B R の設計、建設、試験及び運転
9. 経済上、環境上の考慮
10. 保障措置技術
11. L M F B R 計画を支持する非核試験施設で遂行される研究開発

その他相互の合意により他の協力分野を追加することができる。

第 3 条

本協定に基づく協力は、下記の態様を含めることができるが、又、それだけに限られないものとする。

米国エネルギー省と日本の動力炉・核燃料開発事業団
との間の液体金属冷却高速増殖炉の分野における協定

米国原子力委員会（AEC）と日本の動力炉・核燃料開発事業団（PNC）は、1969年3月4日に両者間で署名され、1976年3月に追加修正された協定に基づき、高速増殖炉の分野における研究、開発に関する情報の交換を行ってきた。

本協定は、1968年2月26日に日米両国政府間で署名され、その後修正された原子力の非軍事的利用に関する協力協定並びに本協定の各条項の適用すべき条項に従うものとする。

PNCは、高速増殖炉に関する技術を含む一定の原子力技術の開発を行うことを目的として、日本国政府の制定した1967年7月20日付の法律第73号により設立された。本法律に基づき、PNCは高速増殖炉に関する協力協定を締結する権限が与えられた。

米国と日本は共に不拡散条約加盟の当事者であり、従って核兵器拡散の抑制を高めるような方法による原子力開発に共通の関心を有している。

1975年1月18日にAECの責任の相当部分が米国エネルギー研究開発庁（ERDA）に移され、その後はERDAとPNCの間で高速増殖炉に関する情報の交換が継続されてきた。上記の責任にはERDAが高速増殖炉に関する協力協定を締結する権限が含まれている。

1977年10月1日に法律上ERDAに付与されていたすべての機能がエネルギー省（DOE）に移されたが、DOEとPNCは液体金属冷却高速増殖炉の開発及び開発のために重要な役割りを維持することに共通の関心を有している。

DOEとPNCは、本協定の目的である研究、開発及び実証を含むLMFBR技術の分野で密接な長期的協力を維持することを希望するので、
下記のとおり合意する：

第 1 条

両当事者間のLMFBR開発における協力は、LMFBRを利用した原子動力システムの設

KENYA

Agricultural Commodities

Agreement amending the agreement of March 6, 1980.

Effected by exchange of notes

Dated at Nairobi May 15, 1980;

Entered into force May 15, 1980.

The American Embassy to the Kenyan Ministry of Foreign Affairs

No. 094

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Kenya and has the honor to propose the following amendments to the Agricultural Commodity Agreement that was signed on March 6, 1980,^[1] providing 40,800 MT of wheat to Kenya to meet its urgent food requirements:

Part II, Particular Provisions, Item I Commodity Table

Wheat	1980	60,800	10.1
Rice	1980	10,000	4.4
Yellow Corn	1980	20,500	2.4

Item III, Usual Marketing Table

Add: Rice	1980	None
Add: Feed grains	1980	None

Item IV, Export Limitations

Add under para B: For rice -- rice in the form of paddy, brown or milled: and for feed grains -- corn, corn meal, barley, sorghum, rye, oats and any other feed grains including mixed feeds containing predominantly such grains.

¹ TIAS 9735; *ante*, p. 869.

Item V, Self-Help Measures

Change items 1, 2, 3, 4, 5 and 6 to items 2, 3, 4, 5, 6 and

7.

Add item 1. Broaden the mandate of Kenya's existing food crops forecasting group or establish a new body appropriately empowered to: (a) improve data collection and analyses related to food crops production and marketing; and (b) to consider production problems, producer constraints and policy issues, on which to base recommendations to the Cabinet.

All other terms and conditions of the March 6, 1980 Agreement remain the same.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Kenya the assurances of its highest consideration.

Embassy of the United States of America,

Nairobi, May 15, 1980.



*The Kenyan Vice-President and Minister for Finance to the
American Ambassador*

Telegraphic Address: "Muhamu"

Telephone: Nairobi 334433



THE VICE-PRESIDENT AND MINISTER FOR FINANCE

THE TREASURY P.O. BOX 30007 NAIROBI · KENYA

ZZ 40/64/02

H.E. The Ambassador,
United States of America Embassy,
NAIROBI.

AMENDMENTS TO PL 480 TITLE I^[1] AGREEMENT OF 6TH MARCH 1980

I have the honour to acknowledge your Letter of Amendment of 15th May, 1980, in which you propose several amendments to the above named agreement. For the record, your propose:-

(1) Amendments to Part II as follows:-

(1) Item I Commodity Tables

	Commodity	Supply Period (US Fiscal Year)	Approx. Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions US \$)
Amend:	Wheat	1980	60,800	10.1
Add:	Rice	1980	10,000	4.4
Add:	Yellow Corn	1980	20,500	2.4

(2) Item III, Usual Marketing Table

	Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Add:	Rice	1980	None
Add:	Feed Grains	1980	None

(3) Item IV Export Limitations

Add under Para B "For rice rice in the form of paddy, brown or milled: and for feed grains ...

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

corn, corn meal, barley, sorghum, rye, oats and any other feed grains including mixed feeds containing predominantly such grains."

(4) Item V Self-Help Measures

Change items 1, 2, 3, 4, 5, and 6 to items 2, 3, 4, 5, 6, and 7.

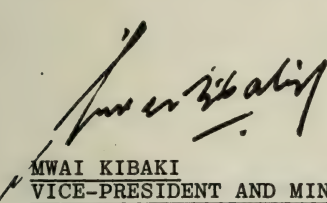
Add item 1 to read as follows:-

"Broaden the mandate of Kenya's existing food crops forecasting group or establish a new body appropriately empowered to:

(a) Improve data collection and analyses related to food crops production and marketing; and

(b) to consider production problems, producer constraints and policy issues on which to base recommendations to the Cabinet".

This is to confirm that the above amendments are acceptable to the Government of the Republic of Kenya. Furthermore we confirm our understanding that all other terms and conditions of the March 6, 1980 Agreement remain the same.



MWAI KIBAKI

VICE-PRESIDENT AND MINISTER FOR FINANCE,

for and on behalf of the Government of the Republic of Kenya.

Dated

15th

May

1980

Ambassador
United States of America Embassy,
NAIROBI,
Kenya.

Dated

15th

May

1980

¹ Wilbert J. Le Melle.

NETHERLANDS

Express Mail Service

*Agreement, with detailed regulations, signed at The Hague and
Washington May 19 and June 10, 1980;
Entered into force September 1, 1980.*

INTERNATIONAL EXPRESS
MAIL AGREEMENT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE POSTAL ADMINISTRATION OF THE NETHERLANDS

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1.Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between the United States and The Netherlands, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2.Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention^[1] adopted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

¹ TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

5. International Express Mail service - the service established by this Agreement, the domestic counterparts of which are Express Mail Service in the United States and Express Mail Service in The Netherlands;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item without any requirements for scheduling or prior designation of addressee;

8. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing the matter in question which are applicable regardless of the country of origin.

Article 3.

Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is

available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

- (i) the identification number of the customer contract, which number shall be indicated on each item sent;
- (ii) the name and address of the designated addressee;
- (iii) the days designated by the customer as scheduled dispatch days;
- (iv) the time of day delivery is requested; and
- (v) the airline and flight number to be used.

Article 4.

On-Demand Service

1. Each administration shall offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5.

Charges to be Collected from the Sender

Each administration shall fix the charges to be collected from senders for sending items in the service.

Article 6.

Charges and Fees to be Collected from the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7.

Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

- (a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
- (b) bear the name and address of the addressee and of the sender; and
- (c) satisfy the conditions of weight and size fixed by Article 9.

Article 8.Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9.Limits of Size and Weight

1. An item of International Express Mail:

- (a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and
- (b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size limits established in Section 1.

Article 10.Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned through the International Express Mail service to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11.

General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12.

Undeliverable Items; Items Returned to Origin

1. After every reasonable effort to deliver an item has proved unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13.

Items or Bags Arriving Out of Course and to be Redirected

1. Each item or bag arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item or bag.

2. For each item redirected to its proper destination by air, the redirecting administration shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 14.

Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15.Liability of Administrations

The administrations shall assume no liability for loss of, damage to, or theft from items. However, either administration may choose to assume liability on its own without recourse to the other administration.

Article 16.Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

- (i) be communicated to the other administration at least three months in advance;
- (ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 17.Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 18.Onward Air Conveyance

1. The administrations may agree, by exchange of correspondence, to provide onward air conveyance services under the terms of this Article.

2. Each administration shall, upon agreement under Section 1 of this Article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this Article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 19.No Additional Rates, Charges or Fees

The administrations may collect only the rates, charges and fees established under this Agreement.

Article 20.Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21.Detailed Regulations

1. Details of implementation of this Agreement shall be governed by its Detailed Regulations.
2. The provisions of the Detailed Regulations may be amended by mutual consent, not inconsistently with this Agreement, by means of correspondence between officials of each administration who have been authorized to make such amendments.

Article 22.Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23.Additional Rules and Regulations

Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24.Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 25.Entry into Force and Duration of the Agreement

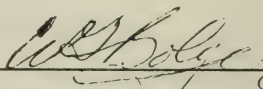
1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.^[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

¹ Sept. 1, 1980.

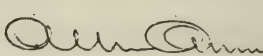
Done in duplicate and signed at Washington, D.C.,
on the 10th day of June, 1980, and at The
Hague on the 19th day of May, 1980.

FOR THE UNITED STATES OF AMERICA:

 [1]

Postmaster General

FOR THE NETHERLANDS:

 [2]

Senior Director of Posts

¹ W. F. Bolger.

² A. W. van Ommeren.

DETAILED REGULATIONS OF THE INTERNATIONAL
EXPRESS MAIL AGREEMENT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE POSTAL ADMINISTRATION OF THE NETHERLANDS

TIAS 9816

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the United States Postal Service and the Postal Administration of The Netherlands.

Article 101.

Information to be Supplied by the Administrations

1. Each administration shall notify the other administration of:

- (a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;
- (b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;
- (c) the rates and dues established under the Agreement; and,
- (d) the forms, labels, and other documentation which it requires in the service.

2. Any changes of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102.

Address of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item

itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103.

Items Containing Merchandise

1. Each item containing merchandise or any other article subject to customs duty shall be accompanied by a customs declaration on Universal Postal Union form C2/CP3 or a similar form. Items for The Netherlands shall be accompanied by two customs declarations.

The customs declarations shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to one addressee in the United States on the same day may not exceed 250 United States dollars.

Article 104.

Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage

other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105.

General Make-up of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill required by these regulations.

2. The items in each dispatch shall be accompanied by a manifest and shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be accompanied by a separate manifest and shall be placed in separate bags from non-dutiable items.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

- a. the exchange office of destination; and
- b. whether the bag contains merchandise or other dutiable items.

Article 106.Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.
2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.
3. The total number of on-demand items in a dispatch shall be either entered collectively as a single manifest entry, or listed separately on the manifest, in accordance with the internal procedures of the dispatching administration.
4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107.Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union form AV 7, shall accompany each dispatch.
2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

Article 108.Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.
2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to, its exchange offices.

Article 109.

Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 110.

Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111.

Redirection of Items or Bags Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112.

Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the item and on the manifest which

accompanies it, the reason for non-delivery.

Article 113.

Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received on a mutually acceptable form which indicates the number of items received per month based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the Administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail

manifests and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114.

Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115.

Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116.Alterations or Amendments

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

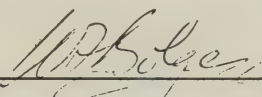
Article 117.Entry into Force and Duration of these Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

Done in duplicate and signed at Washington, D.C.,
on the *16th* day of *June*, 19*80*, and at The
Hague on the *19th* day of *May*, 19*80*.

FOR THE UNITED STATES OF AMERICA:



Postmaster General

FOR THE NETHERLANDS:



Senior Director of Posts

SINGAPORE

Trade in Textiles and Textile Products

*Agreement amending the agreement of September 21 and 22, 1978,
as amended.*

Effected by exchange of letters

Signed at Washington July 14 and 18, 1980;

Entered into force July 18, 1980.

*The Deputy Assistant Secretary of State, Trade and Commercial
Affairs, to the Singaporean Second Secretary*

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

JULY 14, 1980

Mr. K. P. WONG

Second Secretary (Economic)

Embassy of the Republic of Singapore

DEAR MR. WONG:

I refer to paragraph 5 of the Agreement between the United States of America and the Republic of Singapore relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes September 21 and 22, 1978 as amended^[1] ("the Agreement") and to your letter of June 20, 1980^[2] concerning exports from Singapore to the United States of products classified in textile categories 317 and 341.

On behalf of my Government, I have the honor to propose that the consultation level for Category 317 be increased to a level of 14,627,272 square yards for the 1980 agreement year and that the consultation

¹ TIAS 9214, 9610, 9719, 9774; 30 UST 718; 31 UST 287; *ante*, pp. 511, 1333.

² Not printed.

level for Category 341 be increased to a level of 58,000 dozen for the 1980 agreement year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp

*Deputy Assistant Secretary
Trade and Commercial Affairs*

*The Singaporean Second Secretary to the Deputy Assistant Secretary
of State, Trade and Commercial Affairs*



FA 68-4252-78

EMBASSY OF THE
REPUBLIC OF SINGAPORE

1824 R STREET, N.W.,
WASHINGTON, D.C. 20009.
TEL: (202) 667-7555

Cable Address: SINGAWAKIL WASHINGTON

Our Ref:

Your Ref:

18 July 1980

Mr Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs
Department of State
Washington DC 20520

Dear Mr Kopp

I refer to paragraph 5 of the Agreement between the United States of America and the Republic of Singapore relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes September 21 and 22, 1978 as amended ("the Agreement") and to your letter of 14 July 1980.

Your Government proposed that the consultation level for Category 317 be increased to a level of 14,627,272 square yards for the 1980 agreement year and that the consultation level for Category 341 be increased to a level of 58,000 dozen for the 1980 agreement year.

I am pleased to confirm that the proposal is acceptable to my Government. Your letter of 14 July and this letter of confirmation constitute an amendment to the Agreement.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'K P Wong'.

K P WONG
SECOND SECRETARY

GUYANA

Agricultural Commodities

Agreement amending the agreement of April 23, 1980.

Effectuated by exchange of notes

Signed at Georgetown July 12 and 14, 1980;

Entered into force July 14, 1980.

*The American Ambassador to the Guyanese Minister of Economic
Development and Cooperatives*

EMBASSY OF THE
UNITED STATES OF AMERICA

GEORGETOWN, *July 12, 1980*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by us as representatives of our two Governments on April 23, 1980,¹ and to propose that particular provisions of that Agreement be amended as follows:

1. In Part II, Item 1, Commodity Table, make the following changes:

A. On the line entitled "Soybean/Cottonseed Oil", and under the appropriate column headings, change "3,100 - \$2,300" to "2,700 - \$2,000".

B. Under the appropriate column headings, insert a new line as follows:

"Wheat Flour - 1980 - 1,130 - \$300".

2. In Item III, the usual marketing Table, under the appropriate column headings, insert a new line as follows:

"Wheat/Wheat Flour (Wheat basis) - 1980 - 51,100 metric tons".

3. In Item IV, Export Limitations, at the end of Paragraph B, Commodities to which export limitations apply, change the period to a semicolon and add the following:

¹ TIAS 9755; *ante*, p. 1046.

“and for Wheat Flour – Wheat, Wheat Flour, Rolled Wheat, Semo-lina, Farina, and Bulgur (or the same products under a different name).”

All other terms and conditions of the April 23, 1980 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute an Agreement between our two Governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

GEORGE B. ROBERTS

His Excellency

H. DESMOND HOYTE

*Minister of Economic Development and Cooperatives
Georgetown*

*The Guyanese Minister of Economic Development and Cooperatives
to the American Ambassador*

:cv

"YEAR OF EFFORT"



MINISTRY OF ECONOMIC DEVELOPMENT
MINISTERIAL BUILDING
P.O. BOX 542,
GEORGETOWN,
GUYANA.

Ecd:12/2/8¹¹

14th July, 1980.

His Excellency Mr. George B. Roberts,
Ambassador,
Embassy of the United States of America,
Main Street,
GEORGETOWN.

Excellency,

I have the honour to acknowledge the receipt of your Note of July 12, 1980, proposing an Amendment to the Agricultural Commodities Agreement which was signed by us as representatives of our two Governments on April 23, 1980.

I have pleasure in informing your Excellency that the Government of Guyana accepts the proposal set forth in your Note and agrees that the Note and this reply shall constitute an Agreement between the two Governments, which shall be effective on the date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

H.D. Hoyte

Minister of Economic Development
and Co-operatives.

TIAS 9818

NIGERIA

Cooperation in Agriculture

*Memorandum of understanding signed at Lagos July 23, 1980;
Entered into force July 23, 1980.*

MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE
FIELD OF AGRICULTURE BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF NIGERIA

ARTICLE I

A. The Government of the United States of America and the Government of the Federal Republic of Nigeria hereby reaffirm their mutual desire to collaborate in developing programmes and exchanges in all fields relating to the planning and development of agriculture and express their intention to continue to explore possible joint activities which would lead to a broadening of cooperation in this field.

B. The Cooperating Agencies under this Memorandum of Understanding shall be the Department of Agriculture of the United States of America and the Federal Ministry of Agriculture of the Federal Republic of Nigeria.

C. As set forth in Article III of this Memorandum of Understanding, areas of cooperation will be determined after consultations between representatives of both countries, and will be implemented by mutual agreement of the Cooperating Agencies and in conformity with the laws and agricultural policies of both countries.

ARTICLE II

The broad program objectives of this Memorandum of Understanding are:

1. To assist in the development of programmes consistent with national policies and goals;
2. To provide technical support in the implementation of agricultural programmes;
3. To exchange materials and information;
4. To exchange scientists, specialists, researchers, and trainees;

5. To cooperate in training in all fields of Agricultural planning, development and research;
6. To cooperate in developing and expanding commercial agricultural relations;
7. To foster private sector involvement in projects and activities consistent with the agricultural development policies and objectives of the two Governments.

ARTICLE III

A. A Joint Agriculture Working Group shall be formed by the Cooperating Agencies and shall serve as the coordinating body to plan and review activities and their implementation. All activities shall be determined and implemented as mutually agreed by the Cooperating Agencies and shall be documented and appended hereto as Activity Implementation Plans.

B. The Activity Implementation Plans, which shall constitute part of this Memorandum of Understanding, shall specify details of the activities, specific funding arrangements, treatment of intellectual property, and other appropriate matters. In no case will an activity be implemented prior to mutual agreement on terms and responsibilities. All activities shall be subject to the availability of funds.

ARTICLE IV

The two Governments agree to promote the establishment of a Joint Agricultural Consultative Committee whose purpose would be to provide a mechanism for support of private sector cooperation in agriculture. The U.S. Committee members would work with their Nigerian counterparts on the Committee toward expanding private sector cooperative projects in Nigeria.

ARTICLE V

The two Governments agree to discuss means by which the Government of the United States can assist, where appropriate, on a reimbursable basis, the Federal Government of Nigeria, in raising funds and providing technical assistance for the development and implementation of agricultural projects.

ARTICLE VI

The Cooperating Agencies shall encourage and facilitate contacts between appropriate specialists and entities in their respective scientific communities and private sectors, and work toward long-term cooperation in programmes of research, extension, training, trade in agricultural commodities and any other areas related to the objectives set out in Article II.

ARTICLE VII

Implementation of this Memorandum of Understanding for the Department of Agriculture of the United States of America shall be coordinated by its Office of International Cooperation and Development. Implementation of this Memorandum of Understanding for the Ministry of Agriculture of the Federal Republic of Nigeria shall be coordinated by that Ministry.

ARTICLE VIII

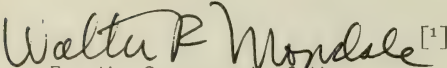
Nothing in this Memorandum of Understanding shall be interpreted to prejudice or modify any existing understandings or agreements between the two Governments or the Cooperating Agencies.

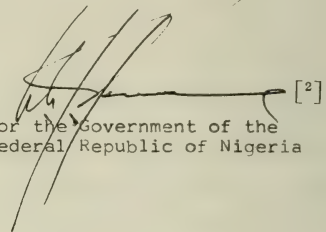
ARTICLE IX

This Memorandum of Understanding shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Government upon six months' written notice to the other Government. It may be modified

or extended by mutual written agreement of the two Governments.
In the event of termination of this Memorandum of Understanding,
arrangements shall be made for completion of activities underway
pursuant thereto.

Dated this 23rd day of July, 1980 at Lagos, Nigeria

^[1]
For the Government of the
United States of America

^[2]
For the Government of the
Federal Republic of Nigeria

¹ Walter F. Mondale.

² Alex Ekwueme.

PEOPLE'S REPUBLIC OF CHINA

Trade in Textiles and Textile Products

Agreement signed at Washington September 17, 1980;

Entered into force September 17, 1980;

Effective January 1, 1980.

AGREEMENT RELATING TO TRADE IN COTTON, WOOL, AND
MAN-MADE FIBER TEXTILES AND TEXTILE PRODUCTS BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the United States of America and the Government of the People's Republic of China, as a result of discussions concerning exports to the United States of America of cotton, wool, and man-made fiber textiles and textile products manufactured in the People's Republic of China, agree to enter into the following Agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as "the Agreement"):

1. The two Governments reaffirm their commitments under the Agreement on Trade Relations^[1] between the United States of America and the People's Republic of China as the basis of their trade and economic relations.

2. The term of the Agreement shall be the three-year period from January 1, 1980 through December 31, 1982. Each "Agreement Year" shall be a calendar year.

3. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

(b) For purposes of the Agreement, categories 347, 348 and 645, 646 are merged and treated as single categories 347/348 and 645/646 respectively.

4. (a) Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the People's Republic of China shall limit annual exports from China to the United States of America of cotton, wool, and man-made fiber textiles and textile products to the specific limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5 and 7. The limits in Annex B include growth. Exports shall be charged to limits for the year in which exported. The limits set out in Annex B do not include any of the adjustments permitted under paragraphs 5 and 7.

¹Signed July 7, 1979. TIAS 9630; 31 UST 4651.

(b) With respect to Category 340, 200,000 dozens of the quantity exported in 1979 shall be charged against the Specific Limit for that category for the first Agreement Year.

(c) With respect to Category 645/646, 48,000 dozens of the quantity exported in 1980 will be entered without charge.

5. (a) Any specific limit may be exceeded in any Agreement Year by not more than the following percentage of its square yards equivalent total listed in Annex B, provided that the amount of the increase is compensated for by an equivalent SYE decrease in one or more other specific limits for that Agreement Year.

<u>Category</u>	<u>Percentage</u>
331	6
339	5
340	5
341	5
347/348	5
645/646	6

(b) No limit may be decreased pursuant to subparagraph 5 (a) to a level which is below the level of exports charged against that category limit for that Agreement Year.

(c) When informing the United States of adjustments under the provisions of this paragraph, the Government of the People's Republic of China shall indicate the category or categories to be increased and the category or categories to be decreased by commensurate quantities in square yards equivalent.

6. The Government of the People's Republic of China shall use its best efforts to space exports from China to the United States within each category evenly throughout each Agreement Year, taking into consideration normal seasonal factors. Exports from China in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

7. (a) In any Agreement Year, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limits provided, however, that no carryover shall be available for application during the first Agreement year;

(2) Carryforward may be utilized up to seven percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits;

(3) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

(4) Carryover of shortfall (as defined in sub-paragraph 7 (b)) shall not be applied to any limits until the Governments of the United States of America and the People's Republic of China have agreed upon the amounts of shortfall involved.

(b) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from China to the United States of America during an Agreement Year are below any specific limit as set out in Annex B, (or, in the case of any limit decreased pursuant to paragraph 5, when such exports are below the limit as so decreased). In the Agreement Year following the shortfall, such exports from China to the United States of America may be permitted to exceed the applicable limits, subject to conditions of sub-paragraph 7 (a), by carryover of shortfalls in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

(c) The total adjustment permissible under paragraph 7 for the first Agreement Year shall be seven percent consisting solely of carryforward.

8. (a) In the event that the Government of the United States believes that imports from the People's Republic of China classified in any category or categories not covered by Specific Limits are, due to market disruption, threatening to impede the orderly development of trade between the two countries, the Government of the United States may request consultations with the Government of the People's Republic of China with a view to avoiding such market disruption. The Government of the United States of America shall provide the Government of the People's Republic of China at the time of the request with a detailed factual statement of the reasons and justification for its request for consultation, with current data, which in the view of the Government of the United States of America shows

- 1) the existence or threat of market disruption,
and
- 2) the contribution of exports from the People's Republic of China to that disruption.

(b) The Government of the People's Republic of China agrees to consult with the Government of the United States within 30 days of receipt of a request for consultations. Both sides agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request, unless this period is extended by mutual agreement.

(c) During the 90 day period, the Government of the People's Republic of China agrees to hold its exports to the United States of America in the category or categories subject to this consultation to a level no greater than 35 percent of the amount entered in the latest twelve month period for which data are available.

(d) If no mutually satisfactory solution is reached during these consultations, the People's Republic of China will limit its exports in the category or categories under this consultation for the succeeding twelve months to a level of 20 percent for man-made fiber and cotton product categories (and of 6 percent for wool product categories) above the level of imports entered during the first twelve of the most recent fourteen months preceding the date of the request for consultations.

9. To prevent inadvertent or fraudulent circumvention of the Agreement, to ensure accurate record keeping, and to facilitate proper entry into the United States of the products covered by the Agreement, a Visa System shall be established as soon as practicable as an administrative arrangement under the Agreement.

10. The Government of the United States of America shall promptly supply the Government of the People's Republic of China with monthly data on imports of textiles from China, and the Government of the People's Republic of China shall promptly supply the Government of the United States of America with quarterly data on exports of China's textiles to the United States in categories for which levels have been established. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. (a) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(b) For purposes of the Agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers.

(c) Any product covered by sub-paragraph 11 (a) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (I) cotton textiles if containing 50 percent or more by weight of cotton or if the cotton component exceeds by weight the wool and the man-made fiber components; (II) wool textiles if not cotton and the wool equals or exceeds 17 percent by weight of all component fibers; (III) man-made fiber textiles if neither of the foregoing applies.

12. The Government of the United States of America and the Government of the People's Republic of China agree to consult on any question arising in the implementation of the Agreement.

13. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

14. If the Government of the People's Republic of China considers that, as a result of a limitation specified in this Agreement, China is being placed in an inequitable position vis-a-vis a third country or party, the Government of the People's Republic of China may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this Agreement and the Government of the United States of America shall agree to hold such consultations.

15. At the request of either Government, the two Governments will undertake a major review of the Agreement at the end of the second Agreement Year.

16. Each Government will take such measures as may be necessary to ensure that the Specific Limits established for any categories under this Agreement are not exceeded. Calculations will be based on the date of export from the People's Republic of China. Neither Government shall act to restrain the trade in textile products covered by the Agreement except in accordance with the terms of the Agreement.

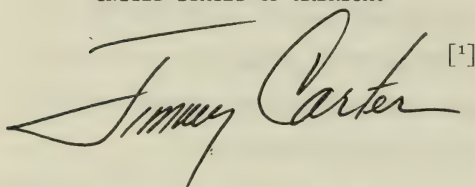
17. Either Government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of the Agreement.

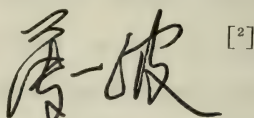
IN WITNESS WHEREOF, the authorized representatives of the Contracting Parties have signed this Agreement.

DONE at Washington, in duplicate, in the English and Chinese languages, both texts being equally authentic, this seventeenth day of September, 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:

 [1]

 [2]

¹ Jimmy Carter.

² Bo Yibo.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
YARN			
--Cotton			
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
--Wool			
400	Tops and Yarns	2.0	Lb.
--Man-made Fiber			
600	Textured	3.5	Lb.
601	Cont. cellulosic	5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
FABRIC			
--Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k.	1.0	SYD

M and B = Men's and Boys'

W, G, and I = Women's, Girls', and Infants

n.k. = not Knit

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Wool			
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
--Man-Made fiber			
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
<u>APPAREL</u>			
--Cotton			
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
337	Playsuits, Sun suits Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-Shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses incl. T-Shirts, other sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
--Wool			
431	Gloves	2.1	DPR
432	Hosiery	2.8	DPR

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Wool (Cont.)			
433	Suit-type coats, M and B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses	15.0	Dz.
440	Shirts and Blouses, n.k.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer) M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer) W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
--Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Man-made Fiber (Cont.)			
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washesuits, etc.	21.3	Dz.
638	Knit Shirts, (Incl. T- Shirts), M and B	18.0	Dz.
639	Knit Shirts and blouses (Incl. T- Shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
--Man-made Fiber (Cont.)			
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other nightwear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other Apparel	7.8	Lb.
MADE-UPS AND MISC.			
--Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.2	No.
363	Terry and other pile towels	0.5	No.
369	Other Cotton manu- factures	4.6	Lb.
--Wool			
464	Blankets and auto robes	1.3	Lb.
465	Floor Covering	0.1	SFT.
469	Other Wool manufactures	2.0	Lb.
--Man-made Fiber			
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	Lb.
669	Other man-made manu- factures	7.8	Lb.

ANNEX B
SPECIFIC LIMITS

CATEGORY	BRIEF DESCRIPTION	FIRST AGREEMENT YEAR	SECOND AGREEMENT YEAR	THIRD AGREEMENT YEAR
331	Cotton Gloves	3,213,600 dozen pair 11,247,600 SYE	3,310,008 dozen 11,585,028 SYE	3,409,308 dozen 11,932,578 SYE
339	Knit Shirts & Blouses W, G, & I	720,000 dozen 5,184,000 SYE	912,000 dozen 6,566,400 SYE	865,280 dozen 6,230,016 SYE
340	Shirts, M & B, not knit	540,000 dozen 12,960,000 SYE	561,600 dozen 13,478,400 SYE	584,064 dozen 14,017,536 SYE
341	Blouses, W, G, & I, not knit	381,300 dozen 5,528,850 SYE	455,100 dozen 6,598,950 SYE	443,456 dozen 6,430,112 SYE
347/348	Trousers	1,440,000 dozen 25,632,000 SYE	1,824,000 dozen 32,467,200 SYE	1,730,560 dozen 30,803,968 SYE
645/646	Sweaters	550,000 dozen 20,240,000 SYE	566,500 dozen 20,847,200 SYE	583,495 dozen 21,472,616 SYE

12. 美利坚合众国政府和中华人民共和国政府同意对本协议执行中出现的任何问题进行协商。

13. 为解决在贯彻本协议中出现的包括在程序或管理上的分歧在内的一些小问题，可以建立双方满意的行政管理或调整。

14. 如果中华人民共和国政府认为，因本协议规定的限额所引起的后果，中国与第三国或第三方相比处于不公平的地位，中华人民共和国政府可以要求与美利坚合众国政府协商，以采取合适的补救措施，例如对本协议作合理的修改。美利坚合众国政府将同意举行这种协商。

15. 在任何一方政府要求下，双方政府将在第二协议年度末对本协议进行全面回顾。

16. 双方政府将采取必要措施以保证本协议项下所建立的具体限额不被超过。统计将按从中华人民共和国出口日期为基础。任何一方政府除按本协议条款规定外均不得采取其它限制纺织品贸易的行动。

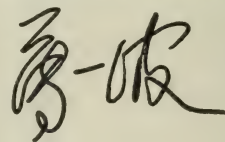
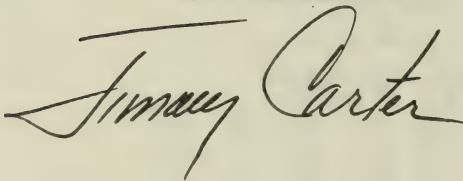
17. 任何一方政府可在任何一个协议年度结束前至少九十天以书面通知另一方在该协议年度结束时终止本协议。任何一方政府可在任何时候对本协议条款提出修改建议。

为此，缔约双方的授权代表签署本协议以昭信守。

本协议于一九八〇年九月十七日在华盛顿签订，一式两份，均以中文和英文书就，两种文本具有同等效力。

美利坚合众国政府代表

中华人民共和国政府代表



个品类对美利坚合众国的出口控制在有数据可查的过去的十二个月进入美国的总数的35%以内。

(4)如果双方不能在协商期间达成彼此满意的解决办法，中华人民共和国政府将在随后的十二个月内对进行协商的一个或几个品类的出口，将限制在自提出协商日起最近十四个月内的前十二个月有据可查的进口水平的120%（人造纤维和棉产品品类）或106%（毛产品）的幅度以内。

9. 为防止疏忽或诈骗，并确保正确记录，以及便于本协议项下产品正常地进入美国，将尽可能早地建立签戳制，以作为本协议的行政管理办法。

10. 美利坚合众国政府将向中华人民共和国政府尽速提供从中国进口的每月纺织品数据；中华人民共和国政府将向美利坚合众国政府尽速提供已建立额度的品类的每季出口数据。一方政府应另一方政府要求将同意向对方尽速提供任何其它适当的、可得到的统计资料。

11. (1)所有棉、毛、人造纤维及其混纺纤维制成的纤维条、纱、匹头、成品、服装及其它纺织制品（以纺织组织为主要特性的成品），只要其中一种或所有纤维构成该产品纤维的主要价值，或按重量占该产品50%或以上（羊毛重量占17%或以上）者，均受本协议的约束。

(2)为本协议的需要，纺织品和纺织制品将按其中全部或主要价值的纤维来划分为棉、毛或人造纤维的纺织品。

(8)在11条款(1)项下的任何产品如其主要价值不是棉、毛或人造纤维，将被分列为：(A)如其棉的重量达到或超过50%或棉的成份按重量计超过毛和人造纤维的成份，则以棉纺织品论；(B)如不属上述棉纺织品，其毛按重量计相等或超过所有纤维成份的17%，则以毛纺织品论；(C)如不属上述二种分类，则以人造纤维纺织品论。

(C)在任何协议年度内, 结转和借用的总和不得超过实际使用协议年度适用的限额数的11%。

(D)剩余数的结转(如7条款(2)项所规定的), 在美利坚合众国政府和中华人民共和国政府双方对有关的剩余数取得一致意见后才可使用。

(2)出于本协议的需要, 在一个协议年度内, 当中国对美国出口的纺织品及其纺织制品的数量低于附件B所列的具体限额数时(或按第5条款, 因某限额数被扣除, 而出口数低于该扣除后的限额数时), 则将出现剩余。在出现剩余的下一个协议年中, 中国对美国的出口可允许超出其可适用的限额数, 但须以7条款(1)项条件为准, 并按下述方式结转剩余数:

(A)结转不能超出任何适用的限额的剩余数;

(B)剩余只能使用于出现剩余的同一品类中。

(3)第一协议年度, 在7条款项下可允许调整的总数只有7%的借用。

8(1)如果美国政府相信, 中华人民共和国的任何一个或几个在限额以外的品类的进口, 由于破坏市场正在威胁以致阻碍了两国贸易的正常发展时, 美国政府为了避免这种市场破坏可向中华人民共和国政府要求协商。在提出该要求时, 美利坚合众国政府将向中华人民共和国政府提出其要求协商的理由和正当性的详细的真实的说明, 并提供最近的资料。美利坚合众国政府认为这些说明和材料将表明:

(A)市场受破坏的实情或威胁;

(B)中华人民共和国出口商品对该种破坏所起的作用。

(2)中华人民共和国政府同意在收到协商要求三十天内与美国政府进行协商。除非双方同意延期, 否则双方将在收到上述要求九十日内尽一切努力对存在的问题达成双方满意的解决办法。

(3)在九十天内, 中华人民共和国政府同意将正在进行协商的一个或几

量平方码计的下列百分率。其增加数将按同一协议年的等量平方码计从一个或几个其它限额数中扣除。

品 类	百分率
3 3 1	6
3 3 9	5
3 4 0	5
3 4 1	5
3 4 7 / 3 4 8	5
6 4 5 / 6 4 6	6

(2)按5条款(1)项规定某限额可能无从扣除,如果该品类扣除后的数量将低于其协议年度已出口的水平。

(8)中华人民共和国政府通知美国按本项规定调整时,应说明要增加及要相应减除的一个或几个品类的按等量平方码计的具体数量。

6中华人民共和国政府在考虑到正常季节因素的同时,应尽最大努力在每一协议年度内安排每一个品类均衡地对美国出口。每个协议年度,中国的出口如超出规定的限额水平,如被允许进入美国,则将计入次年可供使用的限额水平内。

7(1)在任何协议年度,出口最多不可超出附件B所列的任何限额数的11%,其办法是将上一个协议年度未用完的相应限额数(结转)或将下一个协议年度的相应限额数(借用)分配给该协议年度的限额品类,但须以下述条件为准:

(A)结转最多可按实际使用年度提供的限额数的11%使用,但是第一协议年度无结转可供使用。

(B)借用最多可按实际使用年度适用的限额数的7%使用,借用数额将从下一个协议年度的限额数中相应扣除。

美利坚合众国政府和中华人民共和国政府
棉、毛和人造纤维纺织品及其制品贸易协议

美利坚合众国政府和中华人民共和国政府，作为关于中华人民共和国制造的棉、毛和人造纤维纺织品及其制品向美利坚合众国出口事宜讨论的结果，同意达成下述中华人民共和国政府和美利坚合众国政府棉、毛和人造纤维纺织品及其制品贸易协议（以下简称“本协议”）。

1. 两国政府重申他们在中华人民共和国和美利坚合众国贸易关系协定中所承担的义务作为他们之间的贸易与经济关系的基础。

2. 本协议期限为三年，自一九八〇年一月一日至一九八二年十二月三十一日，每个“协议年度”以日历年计。

3(1) 附件A所列的品类系列和等量平方米折算率适用于本协议的履行。

(2) 为了本协议的需要，品类347，348和645，646各自合并并分别将347/348和645/646各作为单一品类对待。

4(1) 本协议开始的第一协议年及随后的协议期内，中华人民共和国政府将其对美利坚合众国棉、毛和人造纤维纺织品及其制品的每年出口限制在附件B所订的具体限额内。这些限额可按第5、7条款予以调整。附件B的限额已包括年增长率。出口商品按当年的出口数计入限额。附件B所列限额不包括5、7条款项下允许的任何调整。

(2) 关于品类340，一九七九年出口的200,000打将计入第一协议年度该品类的限额数内。

(3) 关于品类645/646，一九八〇年出口中的48,000打将允许进口而不计入当年限额数。

5(1) 任何协议年度的任何具体限额可以超过，但不能多于附件B所列按等

附件 A 所载为品类系列和等量平方码折算率，中方

同意以英文本为准，不另有中文本。^[1]

¹ In translation reads: "The Chinese side accepts the English language category listings and square yard conversion factors appearing in annex A as authentic. No Chinese text of annex A is necessary."

附件 B :

具 体 限 额

品 类	简 称		第一 协议 年	第二 协议 年	第三 协议 年
3 3 1	棉 手 套	打(双)	3, 2 1 3, 6 0 0	3, 3 1 0, 0 0 8	3, 4 0 9, 3 0 8
		平方码	1 1, 2 4 7, 6 0 0	1 1, 5 8 5, 0 2 8	1 1, 9 3 2, 5 7 8
3 3 9	女、女童和婴儿棉针织衫	打	7 2 0, 0 0 0	9 1 2, 0 0 0	8 6 5, 2 8 0
		平方码	5, 1 8 4, 0 0 0	6, 5 6 6, 4 0 0	6, 2 3 0, 0 1 6
3 4 0	男和男童棉梭织衬衫	打	5 4 0, 0 0 0	5 6 1, 6 0 0	5 8 4, 0 6 4
		平方码	1 2, 9 6 0, 0 0 0	1 3, 4 7 8, 4 0 0	1 4, 0 1 7, 5 3 6
3 4 1	女、女童和婴儿棉梭织衬衫	打	3 8 1, 3 0 0	4 5 5, 1 0 0	4 4 3, 4 5 6
		平方码	5, 5 2 8, 8 5 0	6, 5 9 8, 9 5 0	6, 4 3 0, 1 1 2
3 4 7/3 4 8	裤 子	打	1, 4 4 0, 0 0 0	1, 8 2 4, 0 0 0	1, 7 3 0, 5 6 0
		平方码	2 5, 6 3 2, 0 0 0	3 2, 4 6 7, 2 0 0	3 0, 8 0 3, 9 6 8
6 4 5/6 4 6	人 造 毛 衫	打	5 5 0, 0 0 0	5 6 6, 5 0 0	5 8 3, 4 9 5
		平方码	2 0, 2 4 0, 0 0 0	2 0, 8 4 7, 2 0 0	2 1, 4 7 2, 6 1 6

JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

*Agreement effected by exchange of notes
Dated at Washington July 23 and 25, 1980;
Entered into force July 25, 1980.*

*The Japanese Embassy to the Department of State*EMBASSY OF JAPAN
WASHINGTON

July 23, 1980

P - 50

The Embassy of Japan presents its compliments to the Department of State and with reference to the Joint Communiqué issued on September 12, 1977 (hereinafter referred to as "the Joint Communiqué"); the Joint Determination of September 12, 1977, for Reprocessing of Special Nuclear Material of United States Origin (hereinafter referred to as "the Joint Determination"); and the exchange of Notes Verbales of October 1, 1979, [1] which confirmed the extension of the initial period of operation of the Tokai Reprocessing Facility (hereinafter referred to as "the Facility") until April 30, 1980; and has the honor to inform the latter as follows:

1. In view of the fact that the Facility has not completed the reprocessing of the 99 tonnes of United States origin fuel enabled by the Joint Communiqué and the Joint Determination, and because of the desirability of additional experiments on co-processing in the Operational Test Laboratory at the Facility and additional safeguard development work as well as adequate assimilation of the results of the International Nuclear Fuel Cycle Evaluation (INFCE) before

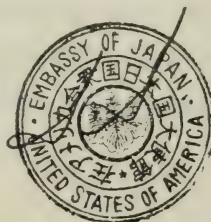
¹TIAS 8734, 9676; 28 UST 8008; 31 UST 5602.

determining the mode of operation of the Facility after the initial period of operation as referred to in the Joint Communiqué, the Government of Japan considers it appropriate that the said initial period be further extended until April 30, 1981.

2. The Government of Japan reaffirms that the actions of the two countries in the extended period mentioned in paragraph 1 above should be guided by the understandings, principles, and intentions set out in the Joint Communiqué and based on the Joint Determination, with the following modifications: The Government of Japan considers that, in view of the need for mixed oxide fuel for Japan's research and development work on fast breeders and other advanced reactors, the construction of the plutonium conversion facility scheduled to be attached to the Facility need no longer be deferred as called for in paragraph III 2 of the Joint Communiqué. The plutonium conversion facility will be developed in a co-conversion mode using the highest practicable uranium to plutonium ratio in light of the requirements of Japan's fast breeder and advanced reactor research and development programs. The Government of Japan further confirms that the plutonium obtained from the 99 tonnes of United States origin fuel covered by the Joint Determination, will be used exclusively for Japan's fast breeder and advanced reactor research and development programs.

3. The Government of Japan reaffirms the importance attached to effective International Atomic Energy Agency (IAEA) safeguards at the Facility, as expressed in paragraph III 6 of the Joint Communique, and confirms the following: (i) the Government of Japan will continue to support improvements in safeguards effectiveness through the testing of advanced safeguards instrumentation and techniques, begun under the Tokai Advanced Safeguards Technology Exercise (TASTEX) program; (ii) the Government of Japan will cooperate with the IAEA in incorporating into the existing safeguards procedures, during the extended period mentioned in paragraph 1 above, those elements of the TASTEX program as they are identified by the IAEA for improving the effectiveness of safeguards at the Facility as well as other elements necessary for effective safeguards procedures, and (iii) the Government of Japan will cooperate with the IAEA at an early stage in facilitating the application of safeguards at the conversion facility to be constructed mentioned in paragraph 2 above.

The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurances of its highest consideration.



The Secretary of State to the Japanese Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Japan and has the honor to refer to the joint communique issued on September 12, 1977 (hereinafter referred to as "the Joint Communique"); the joint determination of September 12, 1977, for reprocessing of special nuclear material of United States origin (hereinafter referred to as "the Joint Determination"); and the exchange of notes verbales of October 1, 1979, which confirmed the extension of the initial period of operation of the Tokai reprocessing facility (hereinafter referred to as "the facility") until April 30, 1980; and wishes to inform the latter as follows:

1. In view of the fact that the facility has not completed the reprocessing of the 99 tonnes of

United States origin fuel enabled by the Joint Communique and the Joint Determination, and, because of the desirability of additional experiments on co-processing in the operational test laboratory at the facility and additional safeguards development work as well as adequate assimilation of the results of the international nuclear fuel cycle evaluation (INFCE) before determining the mode of operation of the facility after the initial period of operation as referred to in the Joint Communique, the Government of the United States of America considers it appropriate that the said initial period be further extended until April 30, 1981.

2. The Government of the United States of America reaffirms that the actions of the two countries in the extended period mentioned in paragraph 1 above should be guided by the understandings, principles, and intentions set out in the Joint Communique and based on the Joint Determination, with the following modifications: the Government of the United States of America understands that in view of the need for mixed oxide fuel for Japan's research and development work on fast breeders and other advanced reactors, the construction of the plutonium conversion facility scheduled to be attached to the facility need no longer be deferred as called

for in paragraph III 2 of the Joint Communique and, that this plutonium conversion facility will be developed in a co-conversion mode using the highest practicable uranium to plutonium ratio in light of the requirements of Japan's fast breeder and advanced reactor research and development programs. The Government of the United States further understands that the plutonium obtained from the 99 tonnes of United States origin fuel covered by the Joint Determination will be used exclusively for Japan's fast breeder and advanced reactor research and development program.

3. The Government of the United States of America reaffirms the importance attached to effective International Atomic Energy Agency (IAEA) safeguards at the facility, as expressed in paragraph III 6 of the Joint Communique, and understands that: (I) the Government of Japan will continue to support improvements in safeguards instrumentation and techniques, begun under the Tokai Advanced Safeguards Technology Exercise (TASTEX) program; (II) the Government of Japan will cooperate with the IAEA in incorporating into the existing safeguards procedures, during the extended period mentioned in paragraph 1 above, those elements of the TASTEX program, as they are identified by the IAEA, for

improving the effectiveness of safeguards at the facility as well as other elements necessary for effective safeguards procedures; and (III) the Government of Japan will cooperate with the IAEA at an early stage in facilitating the application of safeguards at the conversion facility to be constructed mentioned in paragraph 2 above.

Department of State,

Washington, July 25, 1980

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

*Agreement effected by exchange of letters
Signed at México July 25, 1980;
Entered into force July 25, 1980.*

The American Chargé d'Affaires ad interim to the Mexican Attorney General



EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F.

July 25, 1980

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.


The Government of the United States agrees to provide one (1) light helicopter at a cost not to exceed Three Hundred Thousand Dollars (U.S. \$300,000).

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem,

Sincerely,


Robert M. Miller
Chargé de'Affaires, a.i.

*The Mexican Attorney General to the American Chargé d'Affaires ad
interim*



PROCURADURIA GENERAL
DE LA
REPUBLICA

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México, D.F., julio 25 de 1980.

SR. ROBERT M. MILLER,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy,
cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y la intercepción de estupefacientes.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar un (1) helicóptero liviano a un costo que no excederá Tres Cientos Mil Dólares (U.S. \$300,000).

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

A handwritten signature in black ink, consisting of a stylized 'D' shape with a horizontal line extending to the right.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos. Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., July 25, 1980

Mr. Robert M. Miller
Charge d'Affaires ad interim
Mexico, D.F.

Sir:

I am pleased to reply to your communication of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 2106]

I wish to inform you that the Government of Mexico accepts the terms of the transcribed note.

I avail myself of this opportunity to express to Your Excellency the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

PERU

Plant Protection: Mediterranean Fruit Fly

*Agreement signed at Lima and Washington July 24, 1980;
Entered into force July 24, 1980.*

No. 12-16-5-2334

COOPERATIVE AGREEMENT

Between

INSTITUTO NACIONAL DE INVESTIGACION AGRARIA

MINISTERIO DE AGRICULTURA Y ALIMENTACION

REPUBLICA DEL PERU

And

UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL AND PLANT HEALTH INSPECTION SERVICE

PLANT PROTECTION AND QUARANTINE

THIS AGREEMENT, made and entered into by and between the Instituto Nacional de Investigación Agraria, Ministerio de Agricultura y Alimentación, República del Perú, hereinafter called the Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter called the Service.

WHEREAS, the objective of this Cooperative Agreement is to assist the Government of Peru in expanding a program to combat Mediterranean Fruit Fly (*MEDFLY*) *Ceratitis capitata* Weid. in areas of Latin America beyond the current program area in Mexico and Guatemala once that program succeeds and to support the current program while it remains in operation; and

WHEREAS, the Cooperator has been involved in laboratory and field programs for control of the medfly by the use of the sterile insect techniques for several years; and

WHEREAS, the Cooperator has the interest and ability to assist other Latin American countries in developing investigation and research techniques as related to the Mediterranean Fruit Fly; and

WHEREAS, the Service has several years of successful operational experience against medfly in the United States and Mexico and the interest in technology and information transfer to other Latin American countries; and

WHEREAS, the Service is responsible for measures to safeguard the United States against the entry of plant pests including medfly and has agreed to protect Mexico and Central America from this pest; and

WHEREAS, it is the intention of the parties hereto that such cooperation shall be for their mutual benefit and the benefit of the people of their countries.

TIAS 9823

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

A. The Cooperator Agrees:

1. To obtain the necessary equipment and facilities to perfect and increase sterile insect rearing capabilities.
2. To use the experience of the Service in developing, engineering and otherwise planning the rearing facility and rearing operations.
3. To provide methods training to Service officials at the rearing facilities or other locations as mutually agreed.
4. To maintain a quality control system adequate to measure the effectiveness of production and production capabilities.
5. To provide the Service the rearing facility production to be used in developing release and control strategies.

B. The Service Agrees:

1. To designate a member of its staff to consult and communicate with the Cooperator to coordinate the efforts undertaken by this agreement who shall serve as the Service's representative in administering this agreement.
2. To provide funds to the Cooperator in an amount not to exceed \$106,000 during fiscal year 1980 and in an amount to be mutually agreed upon during each succeeding fiscal year that this agreement may be renewed, as hereinafter provided, as partial payment of the costs incurred. Payments will be made as follows:
 - a. An initial advance payment of an amount not to exceed \$56,600 will be made upon submission to the Service of a cooperatively prepared work plan, approved by the Service, and a properly certified voucher showing estimated expenditures for the first quarter of operation.
 - b. Subsequent advance payment will be made monthly on the quantity Medfly pupae delivered and accepted upon submission of invoices in duplicate to the Service Representative. Initially quantities of pupae will be calculated on the basis of 65,000 - per liter. Adjustments will be made quarterly based on actual counts conducted by the Cooperator and the Service.

The Service will reimburse the Cooperator for the cost of shipping the medflies via American Flag Airlines, or other more direct commercial airlines, from the airport in Lima, Peru to the airport in Guatemala City, Guatemala. A quarterly accounting of advance payments must be made by the Cooperator to the Service by means of a properly prepared voucher within 30 days after the end of the quarter being reported.

3. The Cooperator will be reimbursed for shipping containers necessary to transport pupae to Guatemala City in addition to the stated funding amount when containers are not provided by the Service.
4. To reimburse the Cooperator for sterile insects provided to the Service at a rate of \$99.30 per million insects.
5. To provide to the Cooperator the following diet material: 500 kgs. of yeast hydrolysate, 150 kgs. of Gelcarin HWG or equivalent and 2,600 kgs. of torula yeast type CF2 and also to provide pupae marking dye.
6. The amount of the reimbursement will be reduced by the cost of diet materials provided by the Service.
7. To provide professional and/or technicians to visit the Cooperator's site for training Cooperator employees as well to cooperate in the development, engineering, drawing up of specifications, plans, etc. for their rearing facility.
8. To identify Service employees to be trained by the Cooperator and to consult with the Cooperator relative to such training.

C. It Is Mutually Understood and Agreed:

1. The Service will not provide reimbursement to the Cooperator for any non expendable equipment purchased from Federal funds without specific prior written authorization from the Service's designated representative. Nonexpendable equipment purchased from funds provided by the Service shall remain the property of the Service, subject to its disposition and that equipment purchased from the Cooperator's funds shall remain the property of the Cooperator subject to its disposition. The Cooperator will assist the Service in obtaining necessary permits to remove any Service equipment from Peru upon termination of this agreement.

2. The Service shall not provide reimbursement to the Cooperator for any capital improvements made during the effective period of this agreement.
3. The obligation of the Service to receive sterile insects and reimburse the Cooperator is dependent upon meeting:

pupae specifications

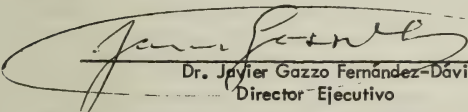
- a. pupae must be live, healthy and sterile.
- b. pupae must be marked with dye provided by the Service
- c. a radiation exposure of no less than 10KR in air must be maintained, or at a dosage 99% sterility in males and infecundity in females must be assured. Exhibit E contains procedures.
- d. quality control tests outlined in Exhibit F must be performed by the Cooperator.

delivery specifications

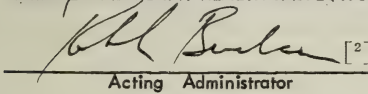
- a. weekly shipments of 40 to 50 million pupae shall begin in the fifth month after receipt in Lima of the materials listed in B.3 and weekly shipments of less than 40 million (Cooperator's total capability) will be made during the previous four month period.
 - b. each weekly shipment shall be delivered at destination at least 12 hours prior to the first emergence flush.
 - c. shipments will be made by the most expedient travel route as approved by the Service and packed and shipped as outlined in Exhibit D
4. Checks covering payment under this agreements will be drawn in the name of the Cooperator unless a written request from the Cooperator accompanies the billing, requesting for purposes of check identification that such checks also include the name of a particular department of the Cooperator's organization. If further check identification is needed, the Cooperator may (1) number his invoice and request that the number be shown on the check, or (2) request that the agreement number cited on the invoice be shown on the check.
 5. The patent provision applicable to this agreement shall be in accordance with Exhibit A, attached hereto and made a part hereof.

6. During the performance of this cooperative work, the Cooperator agrees to be bound by the Equal Opportunity and Nondiscrimination provisions as set forth in Exhibit B, and the Nonsegregation of Facilities provisions as set forth in Exhibit C, which are attached hereto and made a part hereof.
7. The use of United State flag air carriers provisions applicable to this agreements shall be in accordance with Exhibit D.
8. To provide for the protection and enhancement of environmental quality in furtherance of the purpose and policy of the National Environmental Policy Act of 1969.^[1]
9. The Comptroller General of the United States or any of his duly authorized representatives and duly authorized representatives of the United States Department of Agriculture shall, until expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records, of the Cooperator involving transactions related to this agreement.
10. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.
11. This agreement shall become effective upon date of final signature, and shall continue to September 30, 1980, subject to renewal in writing by the parties hereto from year to year. Further, this agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days notice in writing to the other party.

INSTITUTO NACIONAL DE INVESTIGACION AGRARIA (INIA)
REPUBLICA DEL PERU


Dr. Javier Gazzo Fernández-Dávila
Director Ejecutivo

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

^[2] 7/24/80
Acting Administrator Date

¹ 83 Stat. 852; 42 U.S.C. § 4321.

² Robert L. Buchanan.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

EXHIBIT A

PATENT PROVISION

Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent; throughout the world, to practice the invention for all governmental purposes, and, provided further, that nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent, provided, that, where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively, provided, that in the event the invention is made solely by an employee or employees of the cooperator, the cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, world-wide, royalty-free license for the Government, for all governmental purposes, and provided further, in the event the invention is made solely by an employee or employees of the cooperator, that unless the cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis.

APHIS FORM 18
JUNE 1972

TIAS 9823

UNITED STATES DEPARTMENT OF AGRICULTURE

EQUAL OPPORTUNITY

EXHIBIT B

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Cb. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965,¹ and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Continued on reverse

FORM AD-369 (REV. 11-60)
FPR (41 CFR) 1-12,803-2

¹ 30 Fed. Reg. 12319.

- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever the words contract and contractor appear in this document, it is understood they mean cooperative agreement and cooperator, respectively.

Paragraphs (a) and (b) are amended to include "age" as a nondiscriminating factor.

EXHIBIT C**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE****CERTIFICATION OF NONSEGREGATED FACILITIES
(ATTACHMENT TO COOPERATIVE AGREEMENT)**

As a condition for performance under this agreement, the cooperator certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The cooperator agrees that a breach of this certification is a violation of the Equal Opportunity clause in this agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that he will obtain identical certifications from subcontractors, if any, prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: The penalty for making false statements is prescribed in 18 U.S.C. 1001.

EXHIBIT D

USE OF U.S. FLAG AIR CARRIERS
(Attachment to Cooperative Agreements)

(1) Definition. The term "U.S. flag air carrier" as used in this regulation means an air carrier holding a certificate under section 401 of the Federal Aviation Act of 1958 (49 U.S.C. 1371), but excludes foreign air carriers operating under permits.

(2) General requirements.

(a) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (Pub. L. 93-622, January 3, 1975; 49 U.S.C. 1517) requires any executive department or other agency or instrumentality of the United States which finances transportation of persons (and their personal effects) or property by air between the United States and a place outside thereof, or between two places both of which are outside of the United States, to take such steps as may be necessary (including disallowance of payment) to ensure that only U.S. flag air carriers are used whenever service by these carriers is available.

(b) The act cited in (a), above, also requires the Comptroller General of the United States to disallow any expenditures from appropriated funds for payment of travel on foreign flag air carriers in the absence of satisfactory proof of the necessity therefor.

(c) Employees shall use U.S. flag air carriers when travel is performed by commercial air transportation between the United States and a foreign country or between locations outside the United States to the extent such service is available under the guidelines set forth in 1-3.6b (3) and (c), below. This requirement also applies to other persons such as employee dependents, consultants, contractors, grantees, or other travelers whose travel is paid from funds appropriated, owned, controlled, granted, or otherwise established for the account of the United States. The requirement to use U.S. flag air carriers to the maximum extent possible shall not be influenced by factors of cost, convenience, or personal travel preference of the traveler. Excess and near excess foreign currencies will be used for paying the expenses of such travel as provided in 1-10.4.

(3) Guidelines for determining "available" service. The Comptroller General of the United States has issued to heads of departments, agencies, and others concerned, specific guidelines in Decision B-138942, March 12, 1976, for determining "available" U.S. flag air carrier service. Under those guidelines, a U.S. flag air carrier which can provide the commercial air transportation needed to accomplish an agency's mission is considered "available" even though:

(a) Comparable or a different kind of service by a foreign flag air carrier costs less;

(b) Service by a foreign flag air carrier can be paid in excess foreign currency (However, see 1-3.6b(4)(e), below, regarding certain programs and activities funded solely with excess foreign currency.);

(c) Service by a foreign flag air carrier is preferred by the agency or traveler needing air transportation; or

(d) Service by a foreign flag air carrier is more convenient for the agency or traveler needing air transportation.

(4) Guidelines for determining "unavailable" service. The decision of the Comptroller General cited in (3), above, and Comptroller General Decision B-184136, August 17, 1976, state that passenger service by a U.S. flag air carrier is considered "unavailable" when:

(a) The traveler, while en route, should have to wait 6 hours or more to transfer to a U.S. flag air carrier to proceed to the intended destination;

(b) Any flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, or other cause, and no other flight by a U.S. flag air carrier is available during the 6-hour period;

(c) Service by a U.S. flag air carrier, or by a combination of U.S. flag and foreign flag air carriers (if U.S. flag air carriers are "unavailable"), would take 12 or more hours longer, from the origin airport to the destination airport, to accomplish the agency's mission than would service by a foreign flag air carrier or carriers;

(d) The elapsed travel time on a scheduled flight from the origin airport to the destination airport by foreign flag air carrier(s) is 3 hours or less, and service by U.S. flag air carrier(s) would involve twice that scheduled travel time; or

(e) U.S. flag air carriers render themselves "unavailable" by declining to accept payment in foreign currencies for transportation services required by certain programs or activities of the Government which, under legislative authority, are financed solely with excess foreign currencies which may not be converted to U.S. dollars. In these instances, and notwithstanding the provisions of 1-3.6b(3)(b), foreign flag air carriers that will accept the required foreign currency may be used to the extent necessary to accomplish the mission of the particular program or activity. The statement of justification required under 1-1.4c must indicate that the transportation service needed can be paid for only in excess foreign currencies and that otherwise "available" U.S. flag air carriers declined to accept payment in the foreign currencies.

(c) Use of foreign flag air carriers. The use of foreign flag air carriers may be authorized or approved only when U.S. flag air carrier service is "unavailable" as determined under the guidelines in b, above. Service by a U.S. flag air carrier should be used from the origin airport to the furthest practicable interchange point on a usually traveled route to the extent such service, including appropriate connections, is "available." When the origin airport or an interchange point on a usually traveled route is not serviced by a U.S. flag air carrier, a foreign flag air carrier should be used only to the nearest practicable interchange point to connect with "available" U.S. flag air carrier service. A statement executed by the traveler or agency justifying the use of a foreign flag air carrier for any part of foreign travel must be entered on or attached to the travel voucher, transportation request or other payment document. Each request for a change in route or schedule which involves the use of a foreign flag air carrier must be accompanied by a statement justifying such use. Expenditures for transportation on a foreign flag air carrier shall be disallowed in the absence of a justification statement. The following is provided as a guide for preparing the required statement:

I certify that it is (was) necessary for _____

(Name of traveler or agency)

to use _____

(Name of foreign flag vessel(s) or foreign flag air carrier(s))

(Flight identification number) _____ or to transport _____

(Personal effects) _____ (Freight) _____

between _____

and _____

en route from _____

on _____ for the following reasons:

(Date) _____

(Date) _____ (Signature of traveler or authorizing officer)

(Title or position) _____

(Organization) _____

OMAN

Aviation: Technical Assistance and Services

*Memorandum of agreement signed at Washington and Muscat
December 14, 1979 and May 18, 1980;
Entered into force July 1, 1980.*

NAT-I-923

MEMORANDUM OF AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

SULTANATE OF OMAN
MINISTRY OF COMMUNICATIONS
DIRECTORATE GENERAL OF CIVIL AVIATION

WHEREAS, the Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish on a reimbursable basis, services requested by the Government of the Sultanate of Oman (GSO), represented by the Directorate General of Civil Aviation of the Ministry of Communications, hereinafter referred to as the DGCA; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958, as amended, directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States (U.S.) and abroad and Section 5 of the International Aviation Facilities Act of 1948, as amended,^[1] authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

¹ 62 Stat. 451; 49 U.S.C. § 1154.

WHEREAS, Section 313(d) of the Federal Aviation Act, as amended,^[1] authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE I - Purpose of the Agreement

A. The purpose of this Memorandum of Agreement (MOA) is to establish the terms and conditions under which the FAA will provide technical assistance and services to the DGCA to support their ongoing programs and the planning and implementation of their programs to improve air transportation services of the Sultanate of Oman.

B. It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the GSO's use of systems and equipment that are similar to those used by the FAA in the United States' National Airspace System. To the extent that other systems and equipment are used in the Sultanate of Oman National Airspace System (ONAS), the FAA's ability to support other systems and equipment under this Agreement would be necessarily lessened commensurately.

¹ 72 Stat. 753; 49 U.S.C. § 1354.

ARTICLE II - Description of Services

Under the terms and conditions stated in this MOA and its related annexes, the FAA will provide technical assistance to the DGCA in a civil aviation program to improve the ONAS. Such assistance and related services will consist of assignments of FAA personnel to Oman who will serve in a Civil Aviation Assistance Group (CAAG) as advisors to the DGCA, training of Omani nationals, administrative and technical support by FAA Headquarters and other assistance agreed upon by the FAA and DGCA. Specific services rendered under this MOA shall be specified in annexes which will become a part of this Agreement.

ARTICLE III - Status of FAA Personnel in Oman

A. The principal FAA representative, in regard to all CAAG operations, will be designated the CAAG Chief. In the context of this Agreement, the CAAG Chief will assist and deal directly with the Director General of Civil Aviation in carrying out the functions of this program. The CAAG Chief will also relate directly with other high level GSO and U.S. officials. He is expected to serve in an advisory capacity on any committee or board the Director General may deem appropriate.

B. The FAA will assign personnel to the CAAG in Oman subject to DGCA approval. FAA personnel assigned to this program will retain their status as U.S. Government, FAA employees and their supervision and administration shall be in accordance with the policies and procedures of the FAA. They will be subject to the discipline of the FAA as an organization of the Government of the United States of America and will perform at the high level of conduct and technical execution required by the FAA.

C. The change-of-station shipment of a limited amount of household effects of FAA employees who are permanently assigned to the CAAG is planned for air shipment. Air shipment will be limited to the amount authorized by U.S. regulations for employees and families when furnished quarters are provided. Such air shipment of effects will be by U. S. and/or other commercial aircraft. FAA will make arrangements and determine the carrier for all shipments. The DGCA will advise FAA of any special requirements associated with these shipments.

D. The FAA CAAG will receive local administrative support from the U.S. Embassy and will be considered a part of the U.S. Mission in Oman. The full scope of Embassy support

will be defined between the FAA and the U.S. Department of State under appropriate support documentation.

F. The GSO will accord to the personnel of the FAA in Oman the rights, protections, advantages, privileges and exemptions accorded to non-diplomatic official personnel of the United States Mission in Oman (i.e., the technical staff of the American Embassy) of equivalent rank in all matters, including but not limited to exemption from national and municipal income taxes, fiscal matters, customs, privileges and exemption from import and other customs taxes and exemption from other local and national license and permit fees.

ARTICLE IV - GSO Support

A. The GSO shall furnish the following for the use of FAA personnel without cost to FAA or its employees:

1. All official transportation which is undertaken for the DGCA and under the terms of this Agreement. This may be accomplished by use of GSO aircraft or by use of commercial air carrier, rail or other ground vehicle transportation systems and will also include local transportation for official assignments away from their duty stations.

2. A suitable automobile (i.e., 4-door, air conditioned car in good mechanical condition) including fuel and servicing, for each FAA employee. The automobile will also be for the personal use of the employee and his dependents.

3. The privilege of the use of GSO aircraft for properly qualified and Omani licensed FAA pilots as necessary for official CAAC use within Oman when requested by the CAAC Chief and approved by the DGCA.

4. All travel expenses for travel undertaken for the GSO after the employee's arrival, in accordance with U.S. regulations. Where the GSO allowances are less than U.S. allowances, employees shall be reimbursed by the U.S. Embassy which will charge said additional allowances to this Agreement. Where GSO allowances are more than U.S. allowances, employees shall submit overpayments to the U.S. Embassy for credit to this Agreement.

5. Entry and exit clearances for employees and their dependents.

6. Suitable residential quarters (i.e., equal to or better than the currently provided two or three bedroom, dependent on family size, air conditioned flats) including appropriate furnishings for the use of FAA employees and their dependents.

7. Hotel lodging and subsistence costs, in the event suitable furnished quarters are not available upon arrival of FAA personnel.

8. Assistance, in cooperation with the U.S. Embassy, to insure timely clearing through GSO customs the household effects and personal property of CAAG members. The GSO will also assist in locating CAAG household effects and property which may be delayed or lost in transit within Oman.

9. Necessary administrative support required by the CAAC, including but not limited to suitable office space, furnishings, equipment, supplies, and stenographic and clerical assistance.

P. The DGCA of the GSO agrees to assume full liability for payment of all GSO income or other taxes which may be imposed on the salaries and allowances of FAA employees or contract personnel hired by the FAA and specifically assigned under the terms and conditions of this MOA.

C. The GSO will assist and procure the participation of all agencies of the GSO to provide necessary information as required by the CAAG to carry out their Agreement obligations. FAA personnel will have appropriate U.S.

Government security clearances to receive and work with classified information and documentation.

D. If for any reason, the GSO is unable to provide fully the support specified in this Article, or, if the support provided is not equivalent to that prescribed in pertinent FAA/U.S. regulations, the FAA shall obtain and/or provide such support or additional support necessary to accomplish its tasks and will charge the costs for such support to this Agreement.

ARTICLE V - Liability

A. The GSO agrees that no claim will be brought by the GSO, its instrumentalities or employees, against the Government of the United States, the Department of Transportation, the Federal Aviation Administration, or any instrumentality, officer or contract employees of the United States, arising out of activities under this Agreement. The GSO further agrees to defend any suit brought against the United States, the Department of Transportation, the FAA, or any instrumentality or officer of the United States arising out of work under this Agreement and to hold the Government of the United States, the Department of Transportation, the FAA

or any instrumentality or officer of the United States, harmless against any claim for personal injury, death, property damage or other loss arising out of activities under this Agreement.

E. This Article shall not be construed to immunize FAA personnel assigned under this Agreement from the purview of the criminal laws of the GSC, provided, however, that all such personnel shall be accorded the rights, protection and advantages set forth in Article III paragraph E. of this Agreement.

ARTICLE VI - Financial Provisions

A. Except for local support provided by the GSO in accordance with Article IV, the FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with FAA/U.S. regulations and practices.

B. The GSO shall reimburse the FAA, in accordance with provisions set forth in annexes made a part of this Agreement, the amount of such costs incurred by FAA,

including all costs arising from expiration or termination of the Agreement or related annexes.

C. The GSO identifies the office to which the FAA will render financial statements and consult on related financial matters as:

Ministry of Communications
Directorate General of Civil Aviation
P. O. Box 204
Muscat, Sultanate of Oman

D. Agreement Number NAT-I-923 has been assigned by FAA to identify this project and should be referred to in all related correspondence.

ARTICLE VII - Annexes to Agreement

A. All services rendered under this Agreement shall be specified in corresponding annexes which when duly signed by the Parties, will become part of this Agreement. The Parties agree that each annex will contain a description of the services to be performed by FAA personnel for the DGCA, the manpower and other resources required to accomplish these tasks, the estimated costs of the tasks and related payments, planned implementation, and duration.

B. Each annex to this Agreement will be identified in the following manner: the number of the Agreement followed by an Arabic numeral. The first annex will be identified as NAT-I-923-1.

ARTICLE VII - Amendments

This Agreement may be amended by mutual consent of the Parties to provide for expansion of requirements and continuation of the program. Any changes in the services furnished or other provisions of this Agreement or its annexes shall be formalized by an appropriate written amendment which shall outline the nature of the change.

ARTICLE IX - Effective Date and Termination

This Agreement supersedes any previous agreements between the Parties on the subject matter set forth in Article I hereof and is effective July 1, 1980, and shall remain in effect through September 30, 1985. This Agreement or related annexes may be terminated at any time by either Party by providing 90 days notice in writing. Any such termination will allow FAA up to 60 days to close out the CAAG and domestic support program operations and return FAA personnel to their regular FAA duty assignments.

ARTICLE X - Authority

The FAA and the GSO agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

SULTANATE OF OMAN
MINISTRY OF COMMUNICATIONS
DIRECTORATE GENERAL OF CIVIL AVIATION

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: [Signature] [1]

By: [Signature] [2]

Title: _____

Director of International
Title: Aviation Affairs (Acting)

Date: _____

Date: DEC 1 1979

¹ Salim Bin Nassir Al Busaid.

² Norman H. Plummer.

ANNEX NAT-I-923-1

MEMORANDUM OF AGREEMENT NAT-I-923

BETWEEN THE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND THE

SULTANATE OF OMAN
MINISTRY OF COMMUNICATIONS
DIRECTORATE GENERAL OF CIVIL AVIATIONARTICLE I - Purpose of Annex

This annex identifies and defines the manpower and other requirements, as well as related cost estimates, for the FAA to provide a group of technical specialists to the DGCA to assist in their ongoing program and in the planning toward the implementation of programs to improve air transportation systems of the Sultanate of Oman. This group will be known as the Civil Aviation Assistance Group (CAAG).

ARTICLE II - FAA Personnel

The duty post of the CAAG shall be the Civil Aviation Headquarters at Seeb International Airport, Muscat, Sultanate of Oman. The CAAG will be under the direction of the Eastern Area Operations Branch, Technical Assistance Division, Office of International Aviation Affairs, FAA Headquarters, which

will provide the CAAC administrative and technical support. The CAAG will include specialists who are skilled in management and administration, technical assistance, program support, airport and civil engineering, and personnel licensing and flight operations. Numbers and types of specialists assigned to this CAAG are shown in Attachment A to this Annex.

ARTICLE III - Scope of Work

A. The CAAG will advise and assist the DGCA in the further development and improvement of their personnel licensing function and assist in its management and operation. The CAAG will provide advice and assistance in the interpretation and application of ICAO, FAA and other recognized standards and documents regarding personnel licensing. The CAAG will assist in the formulation and promulgation of improved national personnel licensing regulations. The CAAG will develop and provide an on-the-job personnel licensing training program for DGCA designated personnel.

B. The CAAG will advise and assist the DGCA in the development and application of improved regulations and standards pertaining to the safe operation of aircraft. This

will be accomplished through assistance in the formulation and implementation of an improved flight safety program covering examining, rating and licensing airmen and evaluating training programs including flight simulators, facilities, equipment procedures and overall management to ensure safe operation of aircraft. The CAAG will provide advisory assistance in a variety of inspectional and investigative activities and in the development of a program to train DGCA flight standards personnel.

C. The CAAG will provide advice and assistance to the DGCA in the planning of new airports and the modernization/expansion of existing airports. The CAAG will assist in the management and operation of the DGCA planning section which is responsible for the development and updating of civil airport master plans, environmental impact studies and airport area land use planning. The CAAG will provide advisory services to the DGCA as related to airport design, construction inspections, development of project budget estimates and associated project administrative management. The CAAG will develop and provide a training program for DGCA designated personnel.

D. The CAAG will provide technical assistance to the DGCA as may be requested, in the general areas of flight standards and airport engineering and planning which falls within the scope of work of the type specialists assigned to the CAAG. Where assistance is requested by the DGCA which falls outside the specialization of the CAAG personnel, the CAAG will arrange through FAA Headquarters for such assistance. If such assistance requires a significant amount of dedicated personal services or a temporary assignment to Oman, a separate annex with related cost estimates will be developed to cover the terms and conditions of the assignment.

ARTICLE IV - Financial Provisions .

A. Except for local support actually provided by the GSO in accordance with Article IV of basic Agreement NAT-I-923, FAA shall arrange and pay all other necessary costs of providing the services of its personnel under this Annex, including related disbursements, in accordance with FAA/U.S. regulations and practices, with subsequent reimbursement by the DGCA.

B. The DGCA shall reimburse the FAA monthly for all of its costs incurred in furnishing services under this Annex;

provided, however, that upon revocation or termination of this Annex for any cause, including expiration in accordance with its terms, the DGCA shall reimburse the FAA for all liquidating expenses.

C. Monthly bills will be rendered by FAA Headquarters to the GSO designated office as stated in Article VI of Agreement NAT-I-923. With the exception of Personnel Compensation and Benefits (PC&B) charges, FAA bills will include supporting documentation. PC&B charges will be summarized on an attachment to the bills. Payments shall be made in U.S. dollar check, within thirty (30) days from receipt of FAA bills, made payable to the Federal Aviation Administration and marked for NAT-I-923. If a dispute of charges occurs or if supporting documentation is missing, the thirty day payment due period shall be adjusted to begin with receipt of the clarification, explanation or modification of disputed charges and/or missing documentation.

D. Attachment A itemizes estimated expenses for the initial two (2) years of this Annex and will be amended later for each subsequent two year period or portion thereof.

E. The amounts set forth in Attachment A are estimates and may be adjusted to recover the FAA's actual costs. If during the course of this Annex, actual costs are expected to exceed

the estimate by more than 10%, the FAA will notify the DGCA as soon after this determination as possible, but not less than 30 days prior to submission of the final billing.

ARTICLE V - Duration

This Annex will become effective on July 1, 1980, and will remain in effect through June 30, 1985. Should it be mutually determined to extend the project, such extension and related estimated costs will be formalized by written amendment. Either Party may terminate this Annex as provided for in Article IX of the basic Agreement.

ARTICLE VI - Authority

The GSO and FAA agree to the provisions of this Annex as indicated by the signature of their duly authorized officers.

SULTANATE OF OMAN
MINISTRY OF COMMUNICATIONS
DIRECTORATE GENERAL OF CIVIL AVIATION

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Deputy Chairman
For The Financial Affairs Council

DEC 14 1979

DATE: _____

DATE: _____

Under Secretary for Financial Affairs

١٨ مايو ١٩٨٠



¹ Salim Bin Nassir Al Busaid.

² Quais Abdul Munim Al-Zawawi.

³ Muhammad Ridha Musd.

⁴ Norman H. Plummer.

ATTACHMENT A NAT-I-923-1
December 3, 1979

FAA TECHNICAL ASSISTANCE
CAAG STAFFING AND ESTIMATED COSTS

MUSCAT, OMAN
U.S. \$ IN THOUSANDS

	July 1, 1980- June 30, 1981	July 1, 1981- June 30, 1982	TOTAL
A. PERSONNEL COMPENSATION & BENEFITS INCLUDING SUNDAY PAY & DIFFERENTIAL			
GS-15 Chief			
GS-14 Licensing Specialist			
GS-14 Civil Engineer			
TOTAL A	\$177.0	\$173.4	\$350.4
B. ALLOWANCES & OTHER REQUIREMENTS	86.3	94.2	180.5
C. TOTAL A&B	263.3	267.6	530.9
D. CONTINGENCY AND/OR INDIRECT EXPENSES	13.2	26.8	40.0
E. ADMINISTRATIVE CHARGE (10%)	27.7	29.4	57.1
F. TOTAL ESTIMATED COSTS	\$304.2	\$323.8	\$628.0

ISRAEL

Assurances Relating to Middle East Peace

*Memorandum of agreement signed at Washington
March 26, 1979;
Entered into force March 26, 1979.*

MEMORANDUM OF AGREEMENT
BETWEEN THE
GOVERNMENTS OF THE UNITED STATES OF AMERICA
AND THE STATE OF ISRAEL

Recognizing the significance of the conclusion of the Treaty of Peace between Israel and Egypt [¹] and considering the importance of full implementation of the Treaty of Peace to Israel's security interests and the contribution of the conclusion of the Treaty of Peace to the security and development of Israel as well as its significance to peace and stability in the region and to the maintenance of international peace and security; and

Recognizing that the withdrawal from Sinai imposes additional heavy security, military and economic burdens on Israel;

The Governments of the United States of America and of the State of Israel, subject to their constitutional processes and applicable law, confirm as follows:

1. In the light of the role of the United States in achieving the Treaty of Peace and the parties' desire that the United States continue its supportive efforts, the United States will take appropriate measures to promote full observance of the Treaty of Peace.

¹ Done at Washington Mar. 26, 1979. *Department of State Bulletin*, May, 1979, p. 3.

2. Should it be demonstrated to the satisfaction of the United States that there has been a violation or threat of violation of the Treaty of Peace, the United States will consult with the parties with regard to measures to halt or prevent the violation, ensure observance of the Treaty of Peace, enhance friendly and peaceful relations between the parties and promote peace in the region, and will take such remedial measures as it deems appropriate, which may include diplomatic, economic and military measures as described below.

3. The United States will provide support it deems appropriate for proper actions taken by Israel in response to such demonstrated violations of the Treaty of Peace. In particular, if a violation of the Treaty of Peace is deemed to threaten the security of Israel, including, inter alia, a blockade of Israel's use of international waterways, a violation of the provisions of the Treaty of Peace concerning limitation of forces or an armed attack against Israel, the United States will be prepared to consider, on an urgent basis, such measures as the strengthening of the United States presence in the area, the providing of emergency supplies to Israel, and the exercise of maritime rights in order to put an end to the violation.

4. The United States will support the parties' rights to navigation and overflight for access to either country through and over the Strait of Tiran and the Gulf of Agaba pursuant to the Treaty of Peace.

5. The United States will oppose and, if necessary, vote against any action or resolution in the United Nations which in its judgment adversely affects the Treaty of Peace.

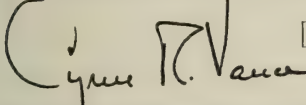
6. Subject to Congressional authorization and appropriation, the United States will endeavor to take into account and will endeavor to be responsive to military and economic assistance requirements of Israel.

7. The United States will continue to impose restrictions on weapons supplied by it to any country which prohibit their unauthorized transfer to any third party. The United States will not supply or authorize transfer of such weapons for use in an armed attack against Israel, and will take steps to prevent such unauthorized transfer.

8. Existing agreements and assurances between the United States and Israel are not terminated or altered by the conclusion of the Treaty of Peace, except for those contained in Articles 5, 6, 7, 8, 11, 12, 15, and 16 of the Memorandum of Agreement between the Government of the United States and the Government of Israel (United States-Israeli Assurances) of September 1, 1975.^[1]

¹ TIAS 9828; *post*, p. 2150.

9. This Memorandum of Agreement sets forth the full understandings of the United States and Israel with regard to the subject matters covered between them hereby, and shall be carried out in accordance with its terms.

 [1]
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

 [2]
FOR THE GOVERNMENT OF
ISRAEL:

March 26, 1979.

¹ Cyrus R. Vance.

² M. Dayan.

ISRAEL

Middle East Peace

*Agreement implementing the Egyptian-Israeli Peace Treaty
of March 26, 1979.*

Effected by letter

Signed at Washington March 26, 1979;

Entered into force March 26, 1979.

The President of the United States to the Israeli Prime Minister

THE WHITE HOUSE

WASHINGTON

March 26, 1979

Dear Mr. Prime Minister:

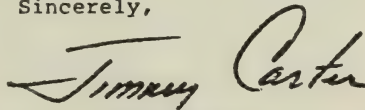
I wish to confirm to you that subject to United States Constitutional processes:

In the event of an actual or threatened violation of the Treaty of Peace between Israel and Egypt,^[1] the United States will, on request of one or both of the Parties, consult with the Parties with respect thereto and will take such other action as it may deem appropriate and helpful to achieve compliance with the Treaty.

The United States will conduct aerial monitoring as requested by the Parties pursuant to Annex I of the Treaty.

The United States believes the Treaty provision for permanent stationing of United Nations personnel in the designated limited force zone can and should be implemented by the United Nations Security Council. The United States will exert its utmost efforts to obtain the requisite action by the Security Council. If the Security Council fails to establish and maintain the arrangements called for in the Treaty, the President will be prepared to take those steps necessary to ensure the establishment and maintenance of an acceptable alternative multinational force.

Sincerely,


Jimmy Carter

His Excellency
Menachem Begin,
Prime Minister of the
State of Israel.

¹ *Department of State Bulletin*, May, 1979, p. 3.

EGYPT

Middle East Peace

*Agreement implementing the Egyptian-Israeli Peace Treaty of
March 26, 1979.*

Effected by letter

Signed at Washington March 26, 1979;

Entered into force March 26, 1979.

The President of the United States to the President of Egypt

THE WHITE HOUSE

WASHINGTON

March 26, 1979

Dear Mr. President:

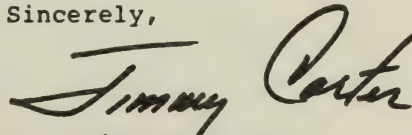
I wish to confirm to you that subject to United States Constitutional processes:

In the event of an actual or threatened violation of the Treaty of Peace between Egypt and Israel,^[1] the United States will, on request of one or both of the Parties, consult with the Parties with respect thereto and will take such other action as it may deem appropriate and helpful to achieve compliance with the Treaty.

The United States will conduct aerial monitoring as requested by the Parties pursuant to Annex I of the Treaty.

The United States believes the Treaty provision for permanent stationing of United Nations personnel in the designated limited force zone can and should be implemented by the United Nations Security Council. The United States will exert its utmost efforts to obtain the requisite action by the Security Council. If the Security Council fails to establish and maintain the arrangements called for in the Treaty, the President will be prepared to take those steps necessary to ensure the establishment and maintenance of an acceptable alternative multinational force.

Sincerely,



Jimmy Carter

His Excellency
Mohamed Anwar El-Sadat,
President of the Arab
Republic of Egypt.

¹ Department of State Bulletin, May, 1979, p. 3.

ISRAEL

Assurances, Consultations, and United States Policy on Middle East Peace

*Memorandum of agreement initialed at Jerusalem September 1,
1975;*

Signed at Washington and Jerusalem February 27, 1976;

Entered into force February 27, 1976.

September 1, 1975

MEMORANDUM OF AGREEMENT
BETWEEN THE GOVERNMENTS OF ISRAEL AND
THE UNITED STATES

The United States recognizes that the Egypt-Israel Agreement initialed on September 1, 1975,^[1] (hereinafter referred to as the Agreement), entailing the withdrawal from vital areas in Sinai, constitutes an act of great significance on Israel's part in the pursuit of final peace. That Agreement has full United States support.

United States-Israeli Assurances

1. The United States Government will make every effort to be fully responsive, within the limits of its resources and Congressional authorization and appropriation, on an on-going and long-term basis to Israel's military equipment and other defense requirements, to its energy requirements and to its economic needs. The needs specified in paragraphs 2, 3 and 4 below shall be deemed eligible for inclusion within the annual total to be requested in FY76 and later fiscal years.

¹ *Department of State Bulletin*, Sept. 29, 1975, p. 466.

2. Israel's long-term military supply needs from the United States shall be the subject of periodic consultations between representatives of the United States and Israeli defense establishments, with agreement reached on specific items to be included in a separate United States-Israeli memorandum. To this end, a joint study by military experts will be undertaken within 3 weeks. In conducting this study, which will include Israel's 1976 needs, the United States will view Israel's requests sympathetically, including its request for advanced and sophisticated weapons.

3. Israel will make its own independent arrangements for oil supply to meet its requirements through normal procedures. In the event Israel is unable to secure its needs in this way, the United States Government, upon notification of this fact by the Government of Israel, will act as follows for five years, at the end of which period either side can terminate this arrangement on one-year's notice.

(a) If the oil Israel needs to meet all its normal requirements for domestic consumption is unavailable for purchase in circumstances where no quantitative restrictions exist on the ability of the United States to procure oil to meet its normal requirements, the United States Government will promptly make oil available for purchase by Israel to meet all of the aforementioned normal requirements of Israel. If Israel is unable to secure the necessary means to transport such oil to Israel, the United States Government will make every effort to help Israel secure the necessary means of transport.

(b) If the oil Israel needs to meet all of its normal requirements for domestic consumption is unavailable for purchase in circumstances where quantitative restrictions through embargo or otherwise also prevent the United States from procuring oil to meet its normal requirements, the United States Government will promptly make oil available for purchase by Israel in accordance with the International Energy Agency conservation

and allocation formula as applied by the United States Government, in order to meet Israel's essential requirements. If Israel is unable to secure the necessary means to transport such oil to Israel, the United States Government will make every effort to help Israel secure the necessary means of transport.

Israeli and United States experts will meet annually or more frequently at the request of either party, to review Israel's continuing oil requirement.

4. In order to help Israel meet its energy needs, and as part of the overall annual figure in paragraph 1 above, the United States agrees:

(a) In determining the overall annual figure which will be requested from Congress, the United States Government will give special attention to Israel's oil import requirements and, for a period as determined by Article 3 above, will take into account in calculating that figure Israel's additional expenditures for the import of oil to replace that which would have ordinarily come from Abu Rodeis and Ras Sudar (4.5 million tons in 1975).

(b) To ask Congress to make available funds, the amount to be determined by mutual agreement, to the Government of Israel necessary for a project for the construction and stocking of the oil reserves to be stored in Israel, bringing storage reserve capacity and reserve stocks now standing at approximately six months, up to one-year's need at the time of the completion of the project. The project will be implemented within four years. The construction, operation and financing and other relevant questions of the project will be the subject of early and detailed talks between the two Governments.

5. The United States Government will not expect Israel to begin to implement the Agreement before Egypt fulfills its undertaking under the January 1974 Disengagement Agreement to permit passage of all Israeli cargoes to and from Israeli ports through the Suez Canal.

6. The United States Government agrees with Israel that the next agreement with Egypt should be a final peace agreement.

7. In case of an Egyptian violation of any of the provisions of the Agreement, the United States Government is prepared to consult with Israel as to the significance of the violation and possible remedial action by the United States Government.

8. The United States Government will vote against any Security Council resolution which in its judgment affects or alters adversely the Agreement.

9. The United States Government will not join in and will seek to prevent efforts by others to bring about consideration of proposals which it and Israel agree are detrimental to the interests of Israel.

10. In view of the long-standing United States commitment to the survival and security of Israel, the United States Government will view with particular gravity threats to Israel's security or sovereignty by a world power. In support of this objective, the United States Government will in the event of such threat consult promptly

with the Government of Israel with respect to what support, diplomatic or otherwise, or assistance it can lend to Israel in accordance with its constitutional practices.

11. The United States Government and the Government of Israel will, at the earliest possible time, and if possible, within two months after the signature of this document, conclude the contingency plan for a military supply operation to Israel in an emergency situation.

12. It is the United States Government's position that Egyptian commitments under the Egypt-Israel Agreement, its implementation, validity and duration are not conditional upon any act or developments between the other Arab states and Israel. The United States Government regards the Agreement as standing on its own.

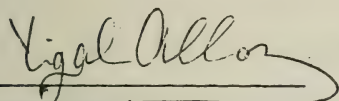
13. The United States Government shares the Israeli position that under existing political circumstances negotiations with Jordan will be directed toward an overall peace settlement.

14. In accordance with the principle of freedom of navigation on the high seas and free and unimpeded passage through and over straits connecting international waters, the United States Government regards the Straits of Bab-el-Mandeb and the Strait of Gibraltar as international waterways. It will support Israel's right to free and unimpeded passage through such straits. Similarly, the United States Government recognizes Israel's right to freedom of flights over the Red Sea and such straits and will support diplomatically the exercise of that right.

15. In the event that the United Nations Emergency Force or any other United Nations organ is withdrawn without the prior agreement of both Parties to the Egypt-Israel Agreement and the United States before this Agreement is superseded by another agreement, it is the United States view that the Agreement shall remain binding in all its parts.

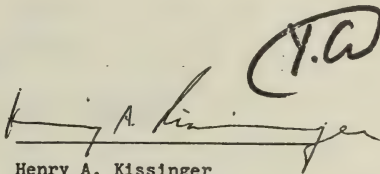
16. The United States and Israel agree that signature of the Protocol of the Egypt-Israel

Agreement and its full entry into effect shall not take place before approval by the United States Congress of the United States role in connection with the surveillance and observation functions described in the Agreement and its Annex.^[1] The United States has informed the Government of Israel that it has obtained the Government of Egypt agreement to the above. K



Yigal Allon
Deputy Prime Minister and
Minister of Foreign Affairs

For the Government of Israel



Henry A. Kissinger
Secretary of State

For the Government of
the United States

¹ Feb. 27, 1976.

ISRAEL

Middle East Peace

Memorandum of agreement initialed at Jerusalem September 1, 1975;

Signed at Washington and Jerusalem February 27, 1976;

Entered into force February 27, 1976.

MEMORANDUM OF AGREEMENT BETWEEN THE
GOVERNMENTS OF ISRAEL AND
THE UNITED STATES

The Geneva Peace Conference

1. The Geneva Peace Conference will be reconvened at a time coordinated between the United States and Israel.

2. The United States will continue to adhere to its present policy with respect to the Palestine Liberation Organization, whereby it will not recognize or negotiate with the Palestine Liberation Organization so long as the Palestine Liberation Organization does not recognize Israel's right to exist and does not accept Security Council Resolutions 242 and 338. The United States Government will consult fully and seek to concert its position and strategy at the Geneva Peace Conference on this issue with the Government of Israel. Similarly, the United States will consult fully and seek to concert its position and strategy with Israel with regard to the participation of any other additional states. It is understood that the participation at a subsequent phase of the Conference of any possible additional state, group or organization will require the agreement of all the initial participants.

TIAS 9829

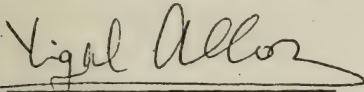
3. The United States will make every effort to ensure at the Conference that all the substantive negotiations will be on a bilateral basis.

4. The United States will oppose and, if necessary, vote against any initiative in the Security Council to alter adversely the terms of reference of the Geneva Peace Conference or to change Resolutions 242 and 338 in ways which are incompatible with their original purpose.

5. The United States will seek to ensure that the role of the cosponsors will be consistent with what was agreed in the Memorandum of Understanding between the United States Government and the Government of Israel of December 20, 1973.

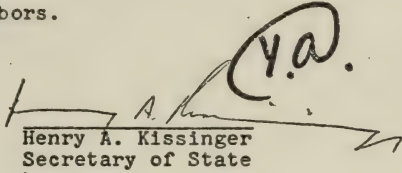
6. The United States and Israel will concert action to assure that the Conference will be conducted in a manner consonant with the objectives of this document and with the declared purpose of the Conference, namely the advancement of a negotiated peace between

Israel and each one of its neighbors.



Yigal Allon
Deputy Prime Minister and
Minister of Foreign Affairs

For the Government of Israel



Henry A. Kissinger
Secretary of State

For the Government of
the United States

SWITZERLAND

Social Security

Agreement signed at Washington July 18, 1979;

Entered into force November 1, 1980.

With final protocol.

And administrative agreement

Signed at Bern December 20, 1979;

Entered into force November 1, 1980.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE SWISS CONFEDERATION
ON SOCIAL SECURITY

The President of the United States of America and the Swiss
Federal Council,

Being desirous of regulating the relationship between their
two countries in the field of Social Security, have agreed to
conclude an Agreement for that purpose and have therefore
appointed as their plenipotentiaries:

For the President of the United States of America:

Joseph A. Califano, Jr., Secretary of Health, Education,
and Welfare

For the Swiss Federal Council:

Raymond Probst, Ambassador Extraordinary and Plenipotentiary
of the Swiss Confederation to the United States of America
who, having exchanged their full powers, found to be in good and
due form, have agreed to the following provisions:

PART I

Definitions and Laws

ARTICLE 1

For the purposes of this Agreement:

1. "Territory" means, as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa, and as regards Switzerland, the territory of the Swiss Confederation;

2. "National" means, as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act of 1952, as amended,¹ and as regards Switzerland, a person of Swiss nationality;

3. "Laws" means the laws and regulations specified in Article 2;

4. "Competent Authority" means, as regards the United States, the Secretary of Health, Education, and Welfare, and as regards Switzerland, the Federal Social Insurance Office;

5. "Agency" means, as regards the United States, the Social Security Administration, and as regards Switzerland, a compensation fund of the Old-Age and Survivors Insurance and the other bodies responsible for the administration of Disability Insurance;

6. "Period of coverage" means a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period has been completed, or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage;

¹ 66 Stat. 166; 8 U.S.C. § 1101.

7. "Benefits" ("Prestations") means any benefit in cash or in kind as provided for in the laws of either Contracting State;

8. "Family member" means a person eligible for benefits based on the periods of coverage of a living person as established under the laws of each of the Contracting States;

9. "Survivor" means a person eligible for benefits based on the periods of coverage of a deceased person as established under the laws of each of the Contracting States;

10. "Stateless person" means a person defined as a stateless person in Article 1 of the Convention Relating to the Status of Stateless Persons dated September 28, 1954;^[1] and

11. "Refugee" means a person defined as a refugee in Article 1 of the Convention Relating to the Status of Refugees dated July 28, 1951,^[2] and the Protocol to that Convention dated January 31, 1967.^[3]

ARTICLE 2

1. For the purpose of this Agreement, the applicable laws are:

a. As regards Switzerland, the Federal laws governing

-- Old-Age and Survivors Insurance,

-- Disability Insurance;

b. As regards the United States, the laws governing the Federal Old-Age, Survivors, and Disability Insurance Program:

-- Title II of the Social Security Act^[4] and regulations promulgated under the authority provided in the Social Security Act, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

-- Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954^[5] and regulations pertaining to those chapters.

¹ 360 UNTS 136.

² 189 UNTS 152.

³ TIAS 6577; 19 UST 6223.

⁴ 49 Stat. 622; 42 U.S.C. § 402.

⁵ 68A Stat. 3; 26 U.S.C. §§ 1-8023.

2. Laws within the meaning of paragraph 1 shall not include treaties or other international agreements concluded between one Contracting State and a third State or laws or regulations promulgated for their specific implementation.

PART II

General Provisions

ARTICLE 3

Unless otherwise provided, this Agreement shall apply to:

- (a) nationals of either Contracting State,
- (b) refugees who reside in either Contracting State,
- (c) stateless persons who reside in either Contracting State,
- (d) other persons, including family members and survivors, with respect to the rights they derive from persons in categories (a), (b) and (c).

ARTICLE 4

Unless otherwise provided in this Agreement or the Final Protocol, nationals of one Contracting State shall, in the application of the laws of the other Contracting State, receive equal treatment with the nationals of the other Contracting State.

ARTICLE 5

This Agreement shall not prevent the application of provisions of the laws of either Contracting State concerning benefits that are more favorable to the persons listed in Article 3.

PART III

Provisions on Coverage

ARTICLE 6

1. Unless otherwise provided in Part III of this Agreement or the Final Protocol, a national of either Contracting State who is employed in the territory of either Contracting State shall be subject, with respect to employment in that territory, to the laws on compulsory coverage of the Contracting State where the person is employed, and, in determining the amount of contributions payable under the laws of that Contracting State, no account shall be taken of any income the person may receive from employment in the territory of the other Contracting State.

2. Where a person in the service of an employer having a place of business in the territory of a Contracting State is sent by that employer to the territory of the other Contracting State for a limited period, the person shall be subject to the laws on compulsory coverage of only the first Contracting State, provided that his employment in the territory of the other Contracting State is not expected to last for more than five years or such longer period as may be agreed upon by the Competent Authorities in a particular case.

3. A national of either Contracting State who is self-employed in the territory of either Contracting State and who is a resident of one Contracting State shall be subject to the laws on compulsory coverage of only the Contracting State in whose territory he resides.

ARTICLE 7

1. Part III of this Agreement shall not apply to the categories of persons listed in the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961,^[1] and of the Vienna Convention on Consular Relations of April 24, 1963.^[2]

2. Nationals of one of the Contracting States not listed in the provisions of the Vienna Conventions mentioned in paragraph 1, employed by that Contracting State in the territory of the other Contracting State, shall be subject to the laws on compulsory coverage of only the first Contracting State.

ARTICLE 8

The Competent Authority of one Contracting State may grant an exception to the provisions of Part III of this Agreement if the Competent Authority of the other Contracting State agrees, provided that the affected employed or self-employed person will be subject to the laws on compulsory coverage of one of the Contracting States.

PART IV

Provisions on Benefits

CHAPTER 1

Application of Swiss Laws

ARTICLE 9

A contribution period of at least one year shall be required for entitlement to Swiss ordinary Old-Age, Survivors and Disability Insurance Pensions intended for United States nationals.

¹ TIAS 7502; 23 UST 3227.

² TIAS 6820; 21 UST 77.

ARTICLE 10

1. United States nationals may claim rehabilitation measures of the Swiss Disability Insurance as long as they maintain their domicile in Switzerland and provided they have, immediately prior to eligibility for such measures, paid contributions under Swiss laws for at least one year.

2. Spouses and widows of United States nationality not gainfully employed, as well as children under age of the same nationality, may claim rehabilitation measures of the Swiss Disability Insurance as long as they maintain their domicile in Switzerland and provided they have resided in Switzerland without interruption for at least one year immediately prior to eligibility for such measures. Children under age of the same nationality may, moreover, claim such measures if they are domiciled in Switzerland and have been born invalids in Switzerland or have resided in Switzerland without interruption since birth.

ARTICLE 11

1. Where the right to an ordinary pension under Swiss laws depends on a current affiliation with Swiss Old-Age, Survivors and Disability Insurance, a United States national shall satisfy such requirement if, on the date the insured event occurs according to Swiss laws, the United States national has a record of current coverage under United States laws.

2. Ordinary pensions for insured persons with a disability inferior to 50 percent shall be paid to United States nationals only as long as they maintain their domicile in Switzerland.

ARTICLE 12

United States nationals shall only be entitled to extraordinary pensions under Swiss laws if they (1) maintain their domicile in Switzerland and (2) show proof that immediately prior to the month in which they apply for pensions they have resided in Switzerland without interruption for

(a) at least ten full years if applying for an old-age pension, or

(b) at least five full years if applying for a disability or survivors pension, or for an old-age pension which would replace a disability or survivors pension.

CHAPTER 2

Application of United States Laws

ARTICLE 13

1. Where a person has completed at least six quarters of coverage under United States laws, but does not have sufficient quarters of coverage to satisfy the requirements for entitlement to benefits under United States laws, periods of coverage completed under Swiss laws shall be taken into account to the extent they do not coincide with calendar quarters already credited as quarters of coverage under United States laws.

2. In determining eligibility for benefits under paragraph 1 of this Article, the agency of the United States shall credit one quarter of coverage for every three months of coverage certified as creditable by the agency of Switzerland to the extent that the

months do not coincide with calendar quarters already credited as quarters of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.

3. Where entitlement to a benefit under United States laws is established according to the provisions of paragraph 1, a pro rata primary insurance amount shall be computed based on the ratio of the total periods of coverage completed under United States laws to the total periods of coverage completed under the laws of the two Contracting States. Benefits payable under United States laws on the basis of an earnings record where a pro rata primary insurance amount has been computed shall be paid on the basis of that pro rata primary insurance amount.

4. For any calendar quarter not already a quarter of coverage under United States laws, the agency of the United States shall take into account for purposes of computing a pro rata primary insurance amount the amount of any earnings credited to the person in that period under Swiss laws, subject to the maximum annual creditable earnings limitation under United States laws.

5. Entitlement to a benefit from the United States which results from paragraph 1 shall terminate with the acquisition of sufficient periods of coverage under United States laws to establish entitlement to a higher benefit without the need to invoke the provision of paragraph 1.

PART V

Miscellaneous Provisions

ARTICLE 14

The Competent Authorities of the two Contracting States shall:

- (a) Make all necessary administrative arrangements for the application of this Agreement;
- (b) Define the procedures for reciprocal administrative assistance, including the allocation of expenses associated with obtaining medical, administrative, and other evidence required for the application of this Agreement;
- (c) Communicate to each other information concerning the measures taken for the application of this Agreement; and
- (d) Communicate to each other, as soon as possible, information concerning all changes in their respective laws.

ARTICLE 15

1. The Competent Authorities and the agencies of the Contracting States, within the scope of their respective authority, shall assist each other in implementing this Agreement. This assistance shall be free of charge subject to exceptions to be agreed upon in an administrative agreement.

2. Liaison agencies for the implementation of this Agreement shall be:

- (a) for the United States, the Social Security Administration; and
- (b) for Switzerland, the Swiss Compensation Office.

ARTICLE 16

Where the laws of a Contracting State provide that any document which is submitted to the Competent Authority or an agency of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to the Competent Authority or an agency of the other Contracting State in accordance with its laws.

ARTICLE 17

1. The Competent Authorities and agencies of the Contracting States may correspond directly with each other and with any person wherever he may reside whenever it is necessary for the administration of this Agreement. The correspondence may be in the writer's official language.

2. An application or document may not be rejected because it is in an official language of the other Contracting State.

3. The notices of decisions of an agency or a tribunal which under the laws of a Contracting State require personal delivery may be transmitted directly by registered letter to a person in the territory of the other Contracting State.

ARTICLE 18

1. A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant

(a) requests that it be considered an application under the laws of the other Contracting State or (b) in the absence of a request that it not be so considered, provides information indicating that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Contracting State.

2. An applicant may request that an application submitted to an agency of one Contracting State be effective on a different date in the other Contracting State within the limitations of and in conformity with the laws of the other Contracting State.

3. The provisions of this Agreement shall apply only to an application for benefits which is filed on or after the date this Agreement enters into force.

ARTICLE 19

1. A written appeal of a determination made by an agency of one Contracting State may be validly filed with an agency of the other Contracting State.

2. Any claim, notice or appeal which must be filed within a given period of time with an agency of one Contracting State shall be considered to have been timely filed if the claim, notice or appeal has been filed within such period with a corresponding agency of the other Contracting State. In such case, the agency with which the claim, notice or appeal has been filed shall indicate the date of receipt of the document on this document and transmit it without delay to the liaison agency of the other Contracting State.

ARTICLE 20

1. The amount of any benefit due in accordance with the provisions of this Agreement shall be paid in the currency of the Contracting State whose agency is responsible for such benefit.

2. In case provisions designed to restrict the exchange of currencies are issued in either Contracting State, the Governments of the two Contracting States shall decide on the measures necessary to assure the transfer of sums owed by either Contracting State under this Agreement.

ARTICLE 21

Any disagreement between the Contracting States concerning the interpretation or implementation of this Agreement which has not been settled within six months shall, at the request of either Contracting State, be submitted to an arbitral tribunal of three members. Each Contracting State shall appoint one member. These two members shall select the presiding member. Should the members disagree on the nomination of the presiding member, the presiding member will be appointed by the President of the International Court of Justice. The arbitral tribunal shall establish its own procedure. The decision of the arbitral tribunal shall be binding on the Contracting States.

PART VI

Transitional and Final Provisions

ARTICLE 22

1. This Agreement shall also apply to events relevant to rights under the laws which occurred prior to its entry into force.

2. This Agreement shall not establish any claim to payment of a benefit for any periods before its entry into force or a lump-sum death benefit if the person died before its entry into force.

3. Consideration shall be given to any period of coverage and any period of residence under the laws of either Contracting State occurring before the entry into force of this Agreement, in order to determine the right to benefits under this Agreement.

4. This Agreement shall not apply to rights settled by a lump-sum payment or refund of contributions.

5. Determinations made before the entry into force of this Agreement shall not affect rights arising under it.

6. This Agreement shall not result in the reduction of cash benefit amounts because of its entry into force.

ARTICLE 23

The attached Final Protocol shall form an integral part of this Agreement.

ARTICLE 24

The Agreement embodied in the exchange of notes between the Swiss Federal Political Department and the Ambassador of the United States of America in Bern of June 27, 1968,^[1] concerning the reciprocal payment of certain old-age, survivors and disability benefits is terminated effective with the date of entry into force of the present Agreement.

¹ TIAS 7681; 24 UST 1755.

ARTICLE 25

1. This Agreement shall remain in force and effect until the expiration of one calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.

2. If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Contracting States shall make arrangements dealing with rights in the process of being acquired.

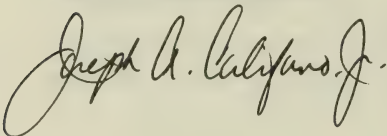
ARTICLE 26

This Agreement shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement.^[1]

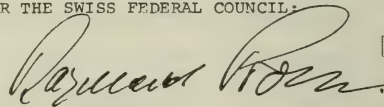
IN WITNESS WHEREOF, the plenipotentiaries of the Contracting States being duly authorized thereto, have signed the present Agreement.

DONE at Washington on July 18, 1979, in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

 [2]

FOR THE SWISS FEDERAL COUNCIL:

 [3]

¹ Nov. 1, 1980.

² Joseph A. Califano, Jr.

³ Raymond Probst.

FINAL PROTOCOL
TO THE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE SWISS CONFEDERATION
ON SOCIAL SECURITY

At the time of signing the Agreement between the United States of America and the Swiss Confederation on Social Security, the undersigned plenipotentiaries stated that they are in agreement on the following points:

1. With respect to Article 4, persons designated in Article 3(b), (c) or (d) who reside in the territory of Switzerland shall receive benefits provided by the laws of the United States under the same conditions as United States nationals who reside in Switzerland.

2. Article 4 shall not apply to provisions of Swiss laws on (a) voluntary Old-Age, Survivors and Disability Insurance of Swiss nationals residing abroad; (b) Old-Age, Survivors and Disability Insurance of Swiss nationals working abroad on account of an employer in Switzerland; (c) welfare benefits ("allocations de secours") granted to Swiss nationals residing abroad; or (d) helplessness allowances ("allocations pour impotents").

3. Article 4 and Article 6 of the Agreement shall not apply where they would result in coverage under the laws of the United States and there is no provision under such laws for contributions with respect to such coverage.

4. Unless otherwise provided in the Agreement or this Final Protocol, Article 6.2 shall apply to a person sent by an employer located in the territory of Switzerland to the territory of the United States, regardless of the nationality of the person; provided, however, that this paragraph shall not supersede any provisions of

another treaty or international agreement between a Contracting State and a third State.

5. Article 6.2 shall apply in cases where a person is employed in the territory of a third State, but compulsorily covered under the laws of one of the Contracting States, and is then sent by his employer to the territory of the other Contracting State.

6. With respect to Article 10.2, the duration of residence of a United States national in Switzerland shall be considered as uninterrupted by a sojourn outside the territory of Switzerland for a period not exceeding two months within a period of one year.

7. With respect to Article 11.1, a United States national shall be considered to have a record of current coverage under United States laws if he is entitled to a benefit under such laws or has credit for at least four quarters of coverage under such laws during a period of eight calendar quarters ending with the calendar quarter (a) in which the insured event occurs according to Swiss laws or (b) immediately preceding the calendar quarter in which the insured event occurs according to Swiss laws.

8. Article 11.1 notwithstanding, United States nationals with a disability inferior to 66 2/3 percent may claim an ordinary pension of the Swiss Disability Insurance only as long as they are currently affiliated with Swiss Old-Age, Survivors and Disability Insurance at the date the insured event occurs.

9. United States nationals not domiciled in Switzerland who have to give up their gainful activity in Switzerland because of an injury or disease and who stay in Switzerland until the insured event

occurs, are considered as being currently affiliated with Swiss laws and may claim benefits of the Disability Insurance. They shall have to pay contributions to Old-Age, Survivors and Disability Insurance as if they were domiciled in Switzerland.

10. With respect to Article 12, the duration of residence of a United States national in Switzerland shall be considered as uninterrupted by a sojourn outside the territory of Switzerland for a period not exceeding three months within a calendar year. However, a period of residence in Switzerland during which a United States national has been exempt from coverage under Swiss laws shall not be considered in determining if the period of residence required under Article 12 has been completed.

11. The refund of contributions paid under Swiss laws, carried out in accordance with Swiss laws on the refund of contributions to foreigners and stateless persons, shall not bar the payment of extraordinary pensions in accordance with Article 12; provided, however, that contributions refunded shall be charged against benefits to be paid.

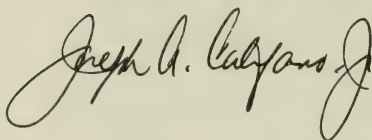
12. With respect to Article 13, in accordance with section 233(c)(3) of the United States Social Security Act, the Agreement shall not apply to entitlement to hospital insurance benefits provided under sections 226 and 226A of that Act.

13. Article 13 shall also apply to nationals of a State other than a Contracting State who are not included among the persons referred to in Article 3(d).

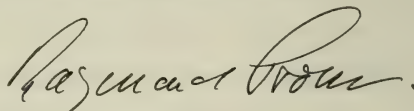
14. With respect to Switzerland, appeals which must be filed within a given period of time with a tribunal in Switzerland shall be considered to have been timely filed if it is shown that the appeal has been filed within such period with the agency or a court in the United States.

DONE at Washington on July 18, 1979, in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

A handwritten signature in dark ink, appearing to read "Joseph A. Califano Jr.", written in a cursive style.

FOR THE SWISS FEDERAL COUNCIL:

A handwritten signature in dark ink, appearing to read "Hansmus Probst", written in a cursive style.

CONVENTION DE SECURITE SOCIALE
entre
les Etats-Unis d'Amérique
et
la Confédération suisse

Le Président des Etats-Unis d'Amérique

et

le Conseil fédéral suisse

animés du désir de régler les relations entre les deux pays dans le domaine de la sécurité sociale, ont résolu de conclure une Convention et, à cet effet, ont nommé leurs plénipotentiaires, à savoir :

Le Président des Etats-Unis d'Amérique :

Monsieur Joseph CALIFANO, Secrétaire à la Santé, à l'Education et à la Prévoyance,

Le Conseil fédéral suisse :

Monsieur Raymond PROBST, Ambassadeur extraordinaire et plénipotentiaire,

lesquels, après avoir échangé leurs pleins pouvoirs reconnus en bonne et due forme, sont convenus des dispositions suivantes :

TITRE I

Définitions et législationsArticle premier

Aux fins d'application de la présente Convention:

1. le terme "Territoire" signifie
en ce qui concerne les Etats-Unis, les Etats, le District de
Columbia, l'Etat libre de Puerto Rico, les Iles Vierges,
Guam et les Samoa américaines, et
en ce qui concerne la Suisse, le territoire de la Confédération
suisse;
2. le terme "Ressortissant" signifie
en ce qui concerne les Etats-Unis, un ressortissant des Etats-
Unis au sens de l'article 101 de l'"Immigration and Nationality
Act" de 1952, dans sa teneur actualisée, et
en ce qui concerne la Suisse, une personne de nationalité
suisse;
3. le terme "Législations" désigne les actes législatifs et
réglementaires mentionnés à l'article 2;
4. les termes "Autorité compétente" désignent
en ce qui concerne les Etats-Unis, le Secrétaire à la Santé,
à l'Education et à la Prévoyance ("Secretary of Health, Education
and Welfare"),
et

en ce qui concerne la Suisse, l'Office fédéral des assurances sociales;

5. le terme "Organisme" signifie
en ce qui concerne les Etats-Unis, l'Administration de la Sécurité Sociale ("Social Security Administration"), et
en ce qui concerne la Suisse, une caisse de compensation de l'assurance-vieillesse et survivants et les autres organes chargés d'appliquer l'assurance-invalidité;
6. les termes "Période d'assurance" signifient
une période de cotisations ou une période durant laquelle ont été perçus des revenus provenant d'une activité lucrative salariée ou indépendante, pour autant que cette période soit définie ou reconnue comme période d'assurance par les législations sous l'empire desquelles elle a été accomplie, ou toute autre période analogue reconnue comme période d'assurance par ces législations;
7. le terme "Prestations" désigne
toute prestation en espèces ou en nature prévue par la législation de l'un ou l'autre des Etats contractants;
8. les termes "Membre de la famille" signifient
une personne qui peut prétendre des prestations du fait de périodes d'assurance d'une personne, alors que cette dernière est encore en vie, selon ce que dispose la législation de chacun des Etats contractants;

9. le terme "Survivant" signifie

une personne qui peut prétendre des prestations du fait de périodes d'assurance d'une personne décédée, selon ce que dispose la législation de chacun des Etats contractants;

10. le terme "Apatride" signifie

une personne apatride au sens de l'article premier de la Convention relative au statut des apatrides du 28 septembre 1954;

11. le terme "Réfugié" signifie

une personne réfugiée au sens de l'article premier de la Convention relative au statut des réfugiés du 28 juillet 1951 et du Protocole à cette Convention du 31 janvier 1967.

Article 2

1

Les dispositions légales auxquelles s'applique la présente Convention sont:

(a) en ce qui concerne la Suisse, la législation fédérale concernant

- l'assurance-vieillesse et survivants,
- l'assurance-invalidité;

(b) en ce qui concerne les Etats-Unis, la législation fédérale

concernant l'assurance-vieillesse, survivants et invalidité, à savoir:

- le Titre II de la Loi sur la Sécurité Sociale ("Social Security Act") et les dispositions d'exécution promulguées en application de la Loi sur la Sécurité Sociale, à l'exception des articles 226, 226A et 228 de ce titre et des dispositions d'exécution s'y rapportant;
- les chapitres 2 et 21 du "Internal Revenue Code" de 1954, et les dispositions d'exécution s'y rapportant.

2

Les dispositions légales visées au paragraphe premier ne comprennent ni les traités ou tout autre accord international passés entre l'un des Etats contractants et un Etat tiers, ni les lois ou les dispositions d'exécution édictées pour leur application.

TITRE II

Dispositions générales

Article 3

Sous réserve des dispositions contraires de la présente Convention, celle-ci s'applique:

- (a) aux ressortissants des Etats contractants,
- (b) aux réfugiés qui résident sur le territoire de l'un des Etats contractants,

- (c) aux apatrides qui résident sur le territoire de l'un des Etats contractants,
- (d) à d'autres personnes, telles que les membres de la famille et les survivants, en tant qu'elles fondent leurs droits sur les personnes énumérées aux lettres (a), (b) et (c).

Article 4

Sous réserve des dispositions contraires de la présente Convention ou du Protocole final, les ressortissants de l'un des Etats contractants bénéficient de l'égalité de traitement avec les ressortissants de l'autre Etat contractant dans l'application de la législation de ce dernier Etat.

Article 5

Les dispositions de la présente Convention ne portent pas atteinte aux dispositions de la législation de chacun des Etats contractants concernant les prestations qui se révéleraient plus favorables aux personnes énumérées à l'article 3.

TITRE III

Législation applicableArticle 6

1

Sous réserve des dispositions contraires du Titre III de la présente Convention ou du Protocole final, un ressortissant de l'un des Etats contractants qui exerce une activité lucrative salariée sur le territoire de l'un ou des deux Etats contractants, est soumis aux dispositions légales concernant l'assurance obligatoire de l'Etat où il exerce son activité; pour le calcul des cotisations dues selon la législation de cet Etat, il n'est pas tenu compte des revenus que la personne réalise du fait d'une activité lucrative salariée exercée sur le territoire de l'autre Etat contractant.

2

Une personne exerçant une activité lucrative salariée, détachée sur le territoire de l'un des Etats contractants par une entreprise ayant un établissement sur le territoire de l'autre Etat contractant pour une période de durée limitée, demeure soumise uniquement aux dispositions légales concernant l'assurance obligatoire de ce dernier Etat, pour autant que son occupation sur le territoire de l'autre Etat ne dépasse pas une durée prévisible de cinq ans au maximum ou toute autre durée plus longue consentie par les autorités compétentes dans un cas particulier.

3

Un ressortissant de l'un des Etats contractants qui exerce une activité lucrative indépendante sur le territoire de l'un ou des deux Etats contractants et qui réside sur le territoire de l'un des Etats contractants est soumis uniquement aux dispositions

légales concernant l'assurance obligatoire de l'Etat sur le territoire duquel il réside.

Article 7

¹
Le Titre III de la présente Convention ne s'applique pas aux catégories de personnes énumérées dans les dispositions de la Convention de Vienne sur les relations diplomatiques du 18 avril 1961 et de la Convention de Vienne sur les relations consulaires du 24 avril 1963.

²
Les ressortissants de l'un des Etats contractants qui n'appartiennent pas aux catégories de personnes énumérées dans les dispositions des Conventions de Vienne mentionnées au paragraphe premier, qui sont employés au service de cet Etat contractant sur le territoire de l'autre sont soumis uniquement aux dispositions légales concernant l'assurance obligatoire du premier Etat contractant.

Article 8

L'autorité compétente de l'un des Etats contractants peut, d'entente avec l'autorité compétente de l'autre Etat contractant, accorder une dérogation aux dispositions du Titre III de la présente Convention, pour autant que la personne concernée qui exerce une activité lucrative salariée ou indépendante soit soumise aux dispositions légales concernant l'assurance obligatoire de l'un des Etats contractants.

TITRE IV

Dispositions relatives aux prestations

Chapitre 1

Application de la législation suisse
-----Article 9

La durée minimale de cotisations requise pour l'ouverture du droit à une rente ordinaire de l'assurance-vieillesse, survivants et invalidité suisse pour les ressortissants des Etats-Unis, est d'une année.

Article 10

1

Les ressortissants des Etats-Unis peuvent prétendre les mesures de réadaptation de l'assurance-invalidité suisse aussi longtemps qu'ils conservent leur domicile en Suisse et si, immédiatement avant que ces mesures entrent en ligne de compte, ils ont payé des cotisations à l'assurance suisse pendant une année au moins.

2

Les épouses et les veuves de nationalité américaine, qui n'exercent pas d'activité lucrative, ainsi que les enfants mineurs de même nationalité, peuvent prétendre les mesures de réadaptation de l'assurance-invalidité suisse aussi longtemps qu'ils conservent leur domicile en Suisse et si, immédiatement avant que ces mesures

entrent en ligne de compte, ils ont résidé en Suisse de manière ininterrompue pendant une année au moins. Les enfants mineurs de même nationalité peuvent en outre prétendre de telles mesures lorsqu'ils ont leur domicile en Suisse et y sont nés invalides ou y ont résidé de manière ininterrompue depuis leur naissance.

Article 11

1

Lorsque, conformément aux dispositions légales suisses en matière d'assurance-vieillesse, survivants et invalidité, le droit aux rentes ordinaires est subordonné à l'accomplissement d'une clause d'assurance, est également considéré comme assuré au sens de ces dispositions le ressortissant des Etats-Unis qui, à la date de la réalisation de l'événement assuré selon lesdites dispositions, est assuré conformément aux dispositions de la législation des Etats-Unis.

2

Les rentes ordinaires pour les assurés dont le degré d'invalidité est inférieur à cinquante pour cent ne sont allouées aux ressortissants des Etats-Unis qu'aussi longtemps qu'ils conservent leur domicile en Suisse.

Article 12

Les ressortissants des Etats-Unis n'ont droit aux rentes extraordinaires selon les dispositions légales suisses (1)

qu'aussi longtemps qu'ils conservent leur domicile en Suisse et
(2) que si, immédiatement avant le mois au cours duquel la rente
est demandée, ils y ont résidé d'une manière ininterrompue pendant

- (a) dix années entières au moins lorsqu'il s'agit d'une rente
de vieillesse ou
- (b) cinq années entières au moins lorsqu'il s'agit d'une rente
d'invalidité, d'une rente de survivants ou d'une rente de
vieillesse se substituant à ces deux dernières.

Chapitre 2

Application de la législation des Etats-Unis

Article 13

1

Lorsqu'une personne a accompli au moins six trimestres d'assurance en vertu de la législation des Etats-Unis, mais n'est pas créditée de suffisamment de trimestres d'assurance pour pouvoir prétendre des prestations selon cette législation, les périodes d'assurance accomplies en vertu de la législation suisse sont prises en considération dans la mesure où elles ne se recouvrent pas avec des trimestres civils déjà reconnus comme trimestres d'assurance selon la législation des Etats-Unis.

2

Aux fins d'ouverture du droit à prestations au sens du paragraphe premier du présent article, l'organisme des Etats-Unis inscrit un trimestre d'assurance pour trois mois d'assurance annoncés et reconnus comme tels par l'organisme suisse, dans la mesure où ces mois ne se recouvrent pas avec des trimestres civils déjà reconnus comme trimestres d'assurance selon la législation des Etats-Unis. Une année civile ne peut comporter plus de quatre trimestres d'assurance.

3

Lorsqu'aux termes du paragraphe premier, un droit à prestation est ouvert selon la législation des Etats-Unis, une prestation de base proportionnelle ("pro rata primary insurance amount") est calculée, laquelle est fonction du rapport entre le total des périodes d'assurance accomplies selon la législation des Etats-Unis et le total des périodes d'assurance accomplies selon la législation des deux Etats. Toute prestation due selon la législation des Etats-Unis et se fondant sur un compte d'assurance est, lorsque la prestation de base a été calculée proportionnellement, payée en se fondant sur cette prestation de base proportionnelle.

4

Pour chaque trimestre civil qui n'est pas déjà reconnu comme trimestre d'assurance selon la législation des Etats-Unis, l'organisme des Etats-Unis prend en considération, aux fins du calcul du montant proportionnel de la prestation de base, le montant des gains réalisés par la personne durant cette période et inscrits à son compte d'assurance en vertu des dispositions légales suisses, jusqu'à concurrence du montant maximum des gains pris en considération en vertu de la législation des Etats-Unis.

5

La prestation acquise aux Etats-Unis du fait de l'application du paragraphe premier est supprimée si l'intéressé acquiert suffisamment de périodes d'assurance selon la législation des Etats-Unis pour pouvoir prétendre une prestation d'un montant plus élevé sans que l'application dudit paragraphe premier soit nécessaire.

TITRE V

Dispositions diversesArticle 14

Les autorités compétentes des deux Etats contractants:

- (a) prennent tous arrangements administratifs nécessaires à l'application de la présente Convention;
- (b) règlent les modalités de l'entraide administrative réciproque, telles que la participation aux frais pour les enquêtes médicales et administratives et les autres procédures d'expertise nécessaires à l'application de la présente Convention;
- (c) se communiquent toute information sur les mesures prises pour l'application de la présente Convention;
- (d) se communiquent aussitôt que possible toute modification de leur législation respective.

Article 15

¹ Pour l'application de la présente Convention, les autorités compétentes, ainsi que les organismes des Etats contractants se prêtent réciproquement leurs bons offices, dans les limites de leur compétence. Cette entraide est gratuite, sous réserve de certaines exceptions prévues dans un arrangement administratif.

² Les organismes de liaison désignés pour l'application de la présente Convention sont:

- (a) pour les Etats-Unis, l'Administration de la Sécurité Sociale ("Social Security Administration"),
- (b) pour la Suisse, la Caisse suisse de compensation.

Article 16

Lorsque la législation de l'un des Etats contractants prévoit l'exemption, totale ou partielle, de taxes ou d'émoluments, y compris les taxes consulaires et administratives, pour les documents à produire à l'Autorité compétente ou à un organisme de cet Etat, cette exemption est étendue aux documents délivrés à l'Autorité compétente ou à un organisme de l'autre Etat en application de sa législation.

Article 17

1 Aux fins d'application de la présente Convention, les autorités compétentes et les organismes des Etats contractants peuvent correspondre dans leur langue officielle directement entre eux et avec les intéressés quel que soit leur lieu de résidence.

2 Une requête ou un document ne peuvent être refusés du fait qu'ils sont libellés dans une langue officielle de l'autre Etat contractant.

3 Les décisions d'un organisme ou d'un tribunal qui doivent être adressées personnellement à l'intéressé aux termes de la législation de l'un des Etats contractants peuvent être envoyées directement par lettre recommandée à l'intéressé qui réside sur le territoire de l'autre Etat contractant.

Article 18

1 Une demande écrite de prestations déposée auprès d'un organisme de l'un des Etats contractants permet de sauvegarder les droits des requérants sous la législation de l'autre Etat contractant si (a) l'intéressé requiert que sa demande soit considérée comme une demande de prestations selon la législation de l'autre Etat contractant ou (b) à défaut d'une requête visant à ce que la demande ne soit pas considérée dans ce sens, si les renseignements contenus dans la demande indiquent que des périodes d'assurance selon la législation de l'autre Etat contractant ont été accomplies par la personne qui ouvre droit à une prestation.

2

Un requérant peut demander que sa demande, présentée auprès d'un organisme de l'un des Etats contractants, ait effet à une autre date dans l'autre Etat contractant, ceci dans les limites et en conformité avec la législation de ce dernier Etat.

3

Les dispositions de la présente Convention s'appliquent à une demande de prestations présentée le jour de l'entrée en vigueur de cette Convention ou ultérieurement.

Article 19

1

Un recours écrit contre une décision d'un organisme de l'un des Etats contractants est considéré comme recevable s'il est déposé auprès d'un organisme de l'autre Etat contractant.

2

Les demandes, déclarations ou recours qui doivent être déposées dans un certain délai auprès d'un organisme de l'un des Etats contractants sont considérés comme recevables s'ils sont déposés dans le même délai auprès d'un organisme correspondant de l'autre Etat contractant. Dans ce cas, l'organisme auprès duquel la demande, déclaration ou recours est déposé indique la date de réception du document sur ce document et le transmet sans retard à l'organisme de liaison de l'autre Etat contractant.

Article 20

1

Les organismes qui ont à servir des prestations en vertu de la présente Convention s'en libèrent valablement dans la monnaie de leur pays.

2

Au cas où des mesures de restriction des changes seraient arrêtées dans l'un ou l'autre des Etats contractants, les Gouvernements des deux Etats contractants décideront des mesures à prendre pour assurer, conformément aux dispositions de la présente Convention, le transfert des sommes dues de part et d'autre.

Article 21

Tout différend entre les Etats contractants relatif à l'interprétation ou à l'application de la présente Convention qui n'a pas été résolu dans un laps de temps de six mois, doit être, à la demande de l'un des Etats contractants, soumis à un tribunal arbitral composé de trois membres. Chaque Etat contractant désigne un membre. Ces deux membres choisissent un président. En cas de désaccord entre les deux membres sur la personne du président, ce dernier sera nommé par le Président de la Cour Internationale de Justice. Le tribunal arbitral fixe lui-même sa procédure. Sa décision lie les Etats contractants.

TITRE VI

Dispositions transitoires et finalesArticle 22

1

La présente Convention s'applique également aux éventualités qui se sont réalisées antérieurement à son entrée en vigueur.

2

La présente Convention n'ouvre aucun droit au paiement d'une prestation pour une période antérieure à son entrée en vigueur ou au versement d'une indemnité forfaitaire de décès si la personne est décédée avant que la Convention ne déploie ses effets.

3

Toute période d'assurance ainsi que toute période de résidence accomplie sous la législation de l'un des Etats contractants avant la date d'entrée en vigueur de la présente Convention est prise en considération pour la détermination du droit à une prestation s'ouvrant conformément aux dispositions de cette Convention.

4

La présente Convention ne s'applique pas aux droits qui ont été liquidés par un versement forfaitaire ou par le remboursement des cotisations.

5

Les décisions intervenues avant l'entrée en vigueur de la présente Convention n'affectent pas les droits qui découlent de son application.

6

L'entrée en vigueur de la présente Convention ne peut avoir pour effet de réduire le montant des prestations en espèces perçues par les intéressés.

Article 23

Le Protocole final annexé fait partie intégrante de la présente Convention.

Article 24

L'arrangement intervenu par l'échange de notes entre le Département politique fédéral suisse et l'Ambassadeur des Etats-Unis d'Amérique à Berne sur le versement réciproque de certaines rentes des assurances-vieillesse, survivants et invalidité, du 27 juin 1968, est abrogé à partir de l'entrée en vigueur de la présente Convention.

Article 25

1

La présente Convention restera en vigueur et déploiera ses effets jusqu'à la fin de l'année civile suivant celle au cours de laquelle elle aura été dénoncée par l'un des Etats contractants au moyen d'une communication écrite adressée à l'autre Etat contractant.

²

En cas de dénonciation de la présente Convention, tous droits acquis ou tous paiements de prestations en vertu de ses dispositions seront maintenus; des arrangements entre les Etats contractants régleront le sort des droits en cours d'acquisition.

Article 26

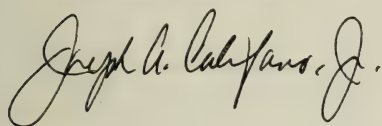
Le Gouvernement de chacun des Etats contractants notifiera à l'autre par écrit l'accomplissement des procédures légales et constitutionnelles requises, en ce qui le concerne, pour l'entrée en vigueur de la présente Convention; celle-ci prendra effet le premier jour du deuxième mois qui suivra la date de réception de la dernière de ces notifications.

En foi de quoi, les plénipotentiaires des Etats contractants, dûment autorisés à cet effet, ont signé la présente Convention.


Fait à Washington, le 18 juillet 1979

en deux exemplaires, en langues anglaise et française, les deux textes faisant également foi.

Pour le Gouvernement des
Etats-Unis d'Amérique :

A handwritten signature in dark ink, reading "Joseph A. Califano, Jr." in a cursive style.

Pour le Conseil fédéral
suisse :

A handwritten signature in dark ink, reading "Marcel Probst" in a cursive style.

PROTOCOLE FINAL

relatif à
la Convention de sécurité sociale
entre
les Etats-Unis d'Amérique et la Confédération suisse

Lors de la signature à ce jour de la Convention de sécurité sociale entre les Etats-Unis d'Amérique et la Confédération suisse, les plénipotentiaires soussignés ont constaté leur accord sur les points suivants:

1. En ce qui concerne l'article 4, les personnes visées à l'article 3, lettre (b), (c) ou (d) qui résident en Suisse reçoivent les prestations prévues par la législation des Etats-Unis aux mêmes conditions que les ressortissants des Etats-Unis qui résident en Suisse.
2. L'article 4 ne s'applique pas aux dispositions légales suisses concernant (a) l'assurance-vieillesse, survivants et invalidité facultative des ressortissants suisses résidant à l'étranger, (b) l'assurance-vieillesse, survivants et invalidité des ressortissants suisses travaillant à l'étranger pour le compte d'un employeur en Suisse, (c) les allocations de secours octroyées à des ressortissants suisses résidant à l'étranger, ou (d) les allocations pour impotents.

3. Les articles 4 et 6 de la Convention ne s'appliquent pas lorsqu'il résulte de leurs dispositions une affiliation des intéressés à la législation des Etats-Unis et qu'aucune disposition de cette législation ne permet le recouvrement de cotisations.
4. Sous réserve des dispositions contraires de la Convention ou du présent Protocole final, l'article 6, paragraphe 2, s'applique à une personne détachée sur le territoire des Etats-Unis par une entreprise ayant un établissement sur le territoire suisse, quelle que soit la nationalité de ladite personne, pour autant que ce paragraphe n'affecte pas les dispositions d'un traité ou d'une convention internationale conclus entre l'un des Etats contractants et un Etat tiers.
5. L'article 6, paragraphe 2, s'applique dans les cas où une personne exerçant une activité lucrative salariée sur le territoire d'un Etat tiers tout en étant assurée obligatoirement selon la législation de l'un des Etats contractants est détachée par son employeur sur le territoire de l'autre Etat contractant.
6. En ce qui concerne l'article 10, paragraphe 2, la durée de résidence en Suisse d'un ressortissant des Etats-Unis est considérée comme ininterrompue si ce dernier n'a pas quitté la Suisse pendant plus de deux mois au cours d'une période d'une année.

7. En ce qui concerne l'article 11, paragraphe premier, un ressortissant des Etats-Unis est considéré comme assuré conformément aux dispositions de la législation des Etats-Unis s'il perçoit une prestation en vertu de cette législation ou s'il est crédité d'au moins quatre trimestres d'assurance en vertu de cette législation durant une période de huit trimestres se terminant par le trimestre civil (a) au cours duquel s'est réalisé l'événement assuré au sens de la législation suisse ou (b) précédant immédiatement le trimestre civil au cours duquel l'événement assuré au sens de la législation suisse s'est réalisé.
8. En dérogation à l'article 11, paragraphe premier, les ressortissants des Etats-Unis ne peuvent prétendre une rente ordinaire de l'assurance-invalidité suisse pour un degré d'invalidité inférieur à 66 2/3 pour cent que s'ils sont assurés à l'assurance-vieillesse, survivants et invalidité suisse lors de la réalisation de l'événement assuré.
9. Les ressortissants des Etats-Unis non domiciliés en Suisse qui ont dû abandonner leur activité lucrative dans ce pays à la suite d'un accident ou d'une maladie et qui y demeurent jusqu'à la réalisation du risque assuré sont considérés comme étant assurés au sens de la législation suisse pour l'octroi des prestations de l'assurance-invalidité. Ils doivent acquitter les cotisations à l'assurance-vieillesse, survivants et invalidité comme s'ils avaient leur domicile en Suisse.

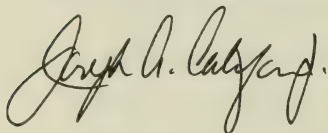
10. En ce qui concerne l'article 12, la durée de résidence en Suisse d'un ressortissant des Etats-Unis est considérée comme ininterrompue si ce dernier n'a pas quitté la Suisse pendant plus de trois mois au cours d'une année civile. Toutefois, une période de résidence en Suisse durant laquelle un ressortissant des Etats-Unis a été exempté de l'affiliation à l'assurance-vieillesse, survivants et invalidité suisse n'est pas considérée comme période de résidence au sens de l'article 12.
11. Le remboursement des cotisations payées en vertu de la législation suisse qui a été effectué en application des dispositions légales suisses sur le remboursement desdites cotisations aux étrangers et aux apatrides, ne fait pas obstacle au versement des rentes extraordinaires en application de l'article 12; dans ces cas toutefois, le montant des cotisations remboursées est imputé sur celui des rentes à verser.
12. En ce qui concerne l'article 13, et conformément à l'article 233(c) (3) de la Loi des Etats-Unis sur la Sécurité Sociale, la Convention ne s'applique pas pour l'acquisition des prestations de l'assurance hospitalière réglée par les articles 226 et 226A de cette loi.
13. L'article 13 s'applique également aux ressortissants d'un Etat non contractant qui ne sont pas inclus parmi les personnes visées à l'article 3, lettre (d).

14. En ce qui concerne la Suisse, les recours qui doivent être déposés dans un certain délai auprès d'un tribunal en Suisse doivent être considérés comme ayant été déposés dans ce délai s'il est démontré qu'ils l'ont été dans le même délai auprès de l'organisme ou d'un tribunal des Etats-Unis.

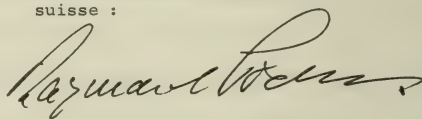
Fait à Washington, le 18 juillet 1979

en deux exemplaires, en langues anglaise et française, les deux textes faisant également foi.

Pour le Gouvernement des
Etats-Unis d'Amérique :

A handwritten signature in dark ink, appearing to read "Joseph A. Califano".

Pour le Conseil fédéral
suisse :

A handwritten signature in dark ink, appearing to read "Hermann Föllmi".

Administrative Agreement
for the Implementation of the Agreement
Between the United States of America and
the Swiss Confederation on Social Security
of July 18, 1979

In conformity with Article 14 (a) of the Agreement on Social Security concluded on July 18, 1979 between the United States of America and Switzerland, hereinafter referred to as "the Agreement", the following provisions have been agreed upon:

Chapter 1General ProvisionsArticle 1

Terms used in this Administrative Agreement shall have the same meaning as in the Agreement.

Article 2

The Swiss Competent Authority or, with its consent, the Swiss liaison agency, and the United States liaison agency shall agree upon joint administrative measures and forms necessary for the implementation of the Agreement and this Administrative Agreement.

Chapter 2Provisions Concerning the Applicable LawsArticle 3

1. In cases where Article 6.2 of the Agreement applies, the agency of the Contracting State whose

laws are applicable shall issue upon request of the employer a certificate stating that the concerned employee remains subject to these laws. The certificate shall be proof that the employee is exempt from the laws on compulsory coverage of the other Contracting State.

2. The certificate referred to in paragraph 1 shall be issued

--In the United States:

By the Social Security Administration.

--In Switzerland:

By the competent compensation fund of the Old-Age and Survivors Insurance.

3. If the duration of a transfer must be prolonged beyond the period of 5 years referred to in Article 6.2 of the Agreement, and both the employer and employee wish the applicable laws on compulsory coverage to continue to apply in accordance with Article 6.2 once that period expires, they must

request an extension before the expiration of the 5-year period. If it is expected before the transfer that its duration will exceed 5 years, the request to extend the 5-year period must be made before the transfer takes place. Such requests shall be submitted to the Competent Authority or, with its consent, to the liaison agency of the Contracting State from whose territory the employee is sent. These authorities shall express their agreement through an exchange of letters and shall communicate their decisions to the concerned agency of their country.

Chapter 3

Provisions Concerning Benefits

Article 4

1. In cases where Article 18 of the Agreement applies, the liaison agency of the Contracting State which has received an application for benefits under its laws shall inform the liaison agency of the other Contracting State of this fact without delay, using

forms established for this purpose. It shall also transmit documents and such other available information as may be necessary for the agency of the other Contracting State to establish the right of the applicant to benefits according to the provisions of Part IV of the Agreement. In the case of an application for disability benefits it shall, in particular, transmit all relevant medical evidence in its possession concerning the disability of the applicant.

2. The liaison agency of a Contracting State which receives an application filed with an agency of the other Contracting State shall without delay provide the liaison agency of the other Contracting State with such evidence and other available information as may be required to complete action on the claim.
3. The agency of the Contracting State with which an application for benefits has been filed shall verify the accuracy of the information pertaining to the applicant and his family members. The types

of information to be verified shall be agreed upon by the liaison agencies.

Article 5

1. In the application of Article 13 of the Agreement the following shall apply:

- (a) The Swiss liaison agency shall notify the United States liaison agency of months in which a person made contributions during any year in which periods of coverage were completed under Swiss laws. A record of the total number of months of contributions in any such year shall be provided where the actual contribution months are not known.
- (b) The Swiss liaison agency shall also notify the United States liaison agency of the amount of the person's creditable income in any year for which periods of contributions were completed under Swiss laws. The amount of the income to be reported

for any such year may be derived from
the contributions paid during that year.

2. Benefits awarded by the agency of the United States under Article 13 of the Agreement shall be recomputed in accordance with the laws of the United States to take account of additional periods of coverage completed under the laws of either Contracting State. An application for such a recomputation shall be required only where the additional periods of coverage have been completed under Swiss laws.

3. Periods of coverage completed after the last computation base year provided under United States laws shall not be considered in determining the ratio referred to in Article 13.3 of the Agreement.

Chapter 4

Miscellaneous Provisions

Article 6

In accordance with measures to be agreed upon pursuant

to Article 2 of this Administrative Agreement, the agency of one Contracting State shall, upon request of the agency of the other Contracting State, furnish available information relating to the claim of any specified individual for the purpose of administering the Agreement or the laws specified in Article 2.1 of the Agreement.

Article 7

Copies of documents which are certified as true and exact copies by the agency of one Contracting State shall be accepted as true and exact copies by the agency of the other Contracting State, without further certification. The agency of each Contracting State shall be the final judge of the probative value of the evidence submitted to it from whatever source.

Article 8

The liaison agencies of the two Contracting States shall exchange statistics on the payments made to beneficiaries under the Agreement for each calendar year

in a form to be agreed upon. The data shall include the number of beneficiaries and the total amount of benefits, by type of benefit.

Article 9

1. Where administrative assistance is requested under Article 15 of the Agreement, expenses other than regular personnel and operating costs of the Competent Authorities and agencies providing the assistance shall be reimbursed.
2. Where the agency of a Contracting State requires that a claimant or beneficiary submit to a medical examination, such examination, if requested by that agency, shall be arranged by the agency of the other Contracting State in which the claimant or beneficiary resides, in accordance with the rules of the agency making the arrangements and at the expense of the agency which requests the examination.
3. Upon request, the agency of either Contracting

State shall furnish without expense to the liaison agency of the other Contracting State any medical information and documentation in its possession relevant to the disability of the claimant or beneficiary.

4. Amounts owed under paragraphs 1 and 2 shall be reimbursed upon presentation of a detailed statement of expenses.

Article 10

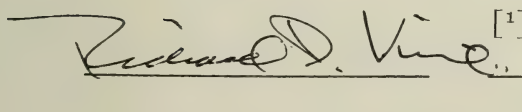
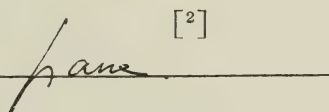
Unless authorized by the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State shall be used exclusively for purposes of implementing the Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

Article 11

This Administrative Agreement shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

Done at Bern on December 20th, 1979, in duplicate in the English and French languages, both texts being equally authentic.

For the Government of the United States of America For the Swiss Federal Social Insurance Office

 [1]  [2]

¹ Richard D. Vine.

² Albert Granacher.

Arrangement administratif

concernant les modalités d'application
de la Convention de sécurité sociale
conclue entre la Confédération suisse
et les Etats-Unis d'Amérique
le 18 juillet 1979

Conformément à l'article 14, lettre (a), de la
Convention de sécurité sociale conclue le 18
juillet 1979 entre la Suisse et les Etats-Unis
d'Amérique, appelée ci-après "la Convention",
il a été convenu des dispositions suivantes:

Chapitre premierDispositions généralesArticle premier

Les termes employés dans le présent Arrangement administratif ont la même signification que dans la Convention.

Article 2

L'autorité compétente suisse ou, avec son assentiment, l'organisme suisse de liaison, et l'organisme de liaison des Etats-Unis conviennent des mesures administratives communes et établissent les formulaires nécessaires à l'application de la Convention et du présent Arrangement administratif.

Chapitre 2Dispositions relatives à la législation applicableArticle 3

¹ Dans les cas visés à l'article 6, paragraphe 2, de la Convention, l'organisme de l'Etat contractant dont

la législation est applicable établit sur requête de l'employeur un certificat attestant que le travailleur intéressé demeure soumis à cette législation. Le certificat établit la preuve que le travailleur n'est pas assuré obligatoirement selon la législation de l'autre Etat contractant.

² Le certificat mentionné au paragraphe premier est établi

- en Suisse:

par la caisse de compensation compétente de l'assurance-vieillesse et survivants

- aux Etats-Unis:

par l'Administration de la Sécurité Sociale.

³ Si la durée du détachement doit être prolongée au-delà de la période de cinq ans fixée à l'article 6, paragraphe 2, de la Convention, et si l'employeur et le travailleur désirent qu'à l'échéance de cette période la législation applicable en matière d'assurance obligatoire continue de s'appliquer conformément à l'article 6, paragraphe 2, ils doivent requérir une prolongation de cette réglementation avant l'expiration de la période de cinq ans. S'il est prévu d'emblée que la durée du détachement dépassera cinq ans, la requête en vue d'une prolongation de cette période de cinq ans doit être présentée avant le début du détachement. De telles requêtes doivent être présentées à l'Autorité compétente ou, avec son assentiment, à l'organisme de liaison de l'Etat contractant du territoire duquel le travailleur est détaché. Ces autori-

tés se mettent d'accord par échange de lettres et communiquent leurs décisions à l'organisme intéressé de leur pays.

Chapitre 3

Dispositions concernant les prestations

Article 4

¹ Dans les cas d'application de l'article 18 de la Convention, l'organisme de liaison de l'Etat contractant qui reçoit une demande de prestations aux termes de la législation qu'il applique en informe sans retard l'organisme de liaison de l'autre Etat contractant, en utilisant les formulaires établis à cet effet. Il transmet également les documents et toute autre information disponible qui peuvent être nécessaires à l'organisme de l'autre Etat contractant pour déterminer le droit du requérant à des prestations aux termes des dispositions du titre IV de la Convention. Dans le cas d'une demande de prestations d'invalidité, il transmet, en particulier, toute documentation médicale utile en sa possession concernant l'invalidité du requérant.

² L'organisme de liaison d'un Etat contractant qui reçoit une requête déposée auprès d'un organisme de

l'autre Etat contractant transmet sans retard à l'organisme de liaison de l'autre Etat contractant la documentation et les informations disponibles qui peuvent être requises pour la liquidation de la requête.

³ L'organisme d'un Etat contractant auprès duquel une demande de prestations a été déposée confirme l'exactitude des indications relatives à la personne du requérant et aux membres de sa famille. Les organismes de liaison décideront des indications devant être attestées.

Article 5

¹ Aux fins d'application de l'article 13 de la Convention, il y a lieu de procéder comme suit:

- (a) L'organisme suisse de liaison communique à l'organisme de liaison des Etats-Unis les mois au cours desquels une personne a versé des cotisations pendant toute année au cours de laquelle des périodes d'assurance ont été accomplies selon la législation suisse. Un relevé du nombre total des mois pendant lesquels ont été versées des cotisations au cours d'une telle année doit être communiqué lorsque les mois exacts pendant lesquels ont été versées des cotisations ne sont pas connus.
- (b) L'organisme suisse de liaison communique également à l'organisme de liaison des Etats-Unis le montant

des revenus réalisés par la personne pendant toute année au cours de laquelle ont été accomplies des périodes de cotisations selon la législation suisse. Le montant des revenus devant être communi-
qués pour une telle année peut résulter des cotisations qui ont été versées pendant cette année.

² La prestation allouée par l'organisme des Etats-Unis aux termes de l'article 13 de la Convention, est recalculée selon la législation des Etats-Unis aux fins de prendre en compte des périodes d'assurance supplémentaires accomplies selon les législations de l'un ou l'autre Etat contractant. Une demande tendant à un nouveau calcul de la prestation ne doit être formulée que lorsque les périodes d'assurance supplémentaires ont été accomplies selon la législation suisse.

³ Les périodes d'assurance accomplies après la dernière année de référence (the last computation base year) aux termes de la législation des Etats-Unis ne sont pas prises en compte aux fins de déterminer le rapport mentionné à l'article 13, paragraphe 3, de la Convention.

Chapitre 4Dispositions diversesArticle 6

Conformément aux mesures à convenir aux termes de l'article 2 du présent Arrangement administratif, l'organisme d'un Etat contractant transmet, sur demande de l'organisme de l'autre Etat contractant, toute information disponible concernant la requête d'un intéressé nécessaire à l'application de la Convention ou des législations mentionnées à l'article 2, paragraphe premier, de la Convention.

Article 7

Les copies de documents certifiées comme étant conformes et exactes par l'organisme d'un Etat contractant doivent être considérées comme étant des copies conformes et exactes par l'organisme de l'autre Etat contractant, sans que soit requise une légalisation supplémentaire. L'organisme de chaque Etat contractant décide en dernier ressort de la valeur probante du document qui lui est soumis, et ce quelle qu'en soit la provenance.

Article 8

Les organismes de liaison des deux Etats contractants échangeront des statistiques des versements effectués aux bénéficiaires aux termes de la Convention pendant chaque année civile. Ils décideront de la présentation de cette statistique qui devra indiquer le nombre de bénéficiaires et le montant total des prestations versées, par genre de prestation.

Article 9

¹ Lorsque l'entraide administrative est requise aux termes de l'article 15 de la Convention, les dépenses engagées par les autorités compétentes et les organismes aux fins d'accorder cette entraide sont remboursées, sauf s'il s'agit de dépenses courantes de personnel ou d'administration.

² Lorsque l'organisme d'un Etat contractant demande que la personne qui prétend une prestation ou en bénéficie soit soumise à un examen médical, cet examen, s'il est requis par cet organisme, est organisé par l'organisme de l'autre Etat contractant sur le territoire duquel la personne intéressée réside, selon les modalités valables pour l'organisme qui procède à l'examen et aux frais de l'organisme qui l'a requis.

³ Sur demande, l'organisme de l'un des Etats contractants doit fournir gratuitement à l'organisme de liaison de l'autre Etat contractant toute information de

nature médicale et tout document en sa possession en rapport avec l'invalidité du requérant ou du bénéficiaire.

⁴ Les montants mentionnés aux paragraphes 1 et 2 sont remboursés sur présentation d'un état détaillé des dépenses effectuées.

Article 10

Sous réserve des dispositions du droit interne d'un Etat contractant, toute information au sujet d'une personne qui est transmise à cet Etat conformément à la Convention par l'autre Etat contractant doit être utilisée exclusivement aux fins d'application de la Convention. Une telle information, reçue par un Etat contractant, est soumise aux dispositions du droit interne de cet Etat contractant concernant la protection de la personne quant à sa vie privée.

Article 11

Le présent Arrangement administratif entrera en vigueur à la même date que la Convention et aura la même durée de validité que celle-ci.

Fait à Berne, le 20 décembre 1979, en deux exemplaires, en langues française et anglaise, les deux textes faisant également foi.

Pour l'Office fédéral suisse des assurances sociales:	Pour le Gouvernement des Etats-Unis d'Amérique:
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PEOPLE'S REPUBLIC OF BULGARIA

Cultural Relations

Agreement extending the agreement of June 13, 1977

Effectuated by exchange of notes

Dated at Sofia March 21 and April 9, 1980;

Entered into force April 9, 1980.

The Bulgarian Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО НА ВЪНШНИТЕ РАБОТИ

Министерството на външните работи на Народна република България поднася своите почитания на уважаемото Посолство на Съединените Американски Щати и има честта да му съобщи следното:

Съгласно Член VIII от Спогодбата между Правителството на Народна република България и Правителството на Съединените Американски Щати за обмен и сътрудничество в областта на културата, науката, образованието, техниката и др., подписана във Вашингтон на 13 юни 1977 година, тя ще остане в сила за две години от датата, на която двете Страни взаимно не се информират, че същата е одобрена от съответните компетентни органи.

Тъй като първоначалният двегодишен срок на валидност на Спогодбата изтича на 23 март 1980 година, Министерството има честта да предложи той да бъде продължен с още две години до 23 март 1982 година.

ДО

ПОСОЛСТВОТО НА

СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

С О Ф И Я

В случай че Правителството на Съединените Американски Шати приема горното предложение, с размяната на настоящата нота и нотата на уважаемото Посолство валидността на Спогодбата ще бъде продължена до 23 март 1982 година.

Министерството на външните работи използва случая, за да поднови на уважаемото Посолство на Съединените Американски Шати своите уверения на най-високата си към него почит.

M. Z.

Съобщава, март 1980 г.



*English Text of the Bulgarian Note*MINISTERE
DES AFFAIRES ETRANGERES
No. ----

The Ministry of Foreign Affairs of the People's Republic of Bulgaria presents its compliments to the Embassy of the United States of America and has the honour to refer to Article VIII of the Agreement on Exchanges and Cooperation in Cultural, Scientific, Educational, Technological and Other Fields between the Government of the People's Republic of Bulgaria and the Government of the United States of America, signed in Washington on June 13, 1977,¹ under which it is provided that the Agreement shall remain in force for two years from the date on which each party informed the other that the Agreement had been approved by its competent authorities. The initial two-year period ends on March 23, 1980. The Ministry has the honor to propose that this be extended two more years, until March 23, 1982.

If the Government of the United States of America concurs in this proposal, the Embassy's Note to that effect and this Note shall constitute an Agreement between the two Governments.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

EMBASSY OF THE UNITED
STATES OF AMERICA
Sofia

Sofia 1980



¹TIAS 9020; 29 UST 3419.

The American Embassy to the Bulgarian Ministry of Foreign Affairs

No. 64

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the People's Republic of Bulgaria and has the honor to refer to the Agreement on Exchanges and Cooperation in Cultural, Scientific, Educational, Technological and other fields between the Government of the United States of America and the Government of the People's Republic of Bulgaria which was signed on June 13, 1977.

Under Article VIII of the above-mentioned agreement, it is provided that the agreement shall remain in force for two years from the date of which each party informed the other that the agreement had been approved by its competent authorities. That initial two-year period ended on March 23, 1980. Article VIII further provides that the agreement may be modified or extended by mutual agreement of the parties.

The Embassy of the United States of America has the honor to propose, pursuant to the instructions of the Government of the United States, that the agreement of June 13, 1977, be extended until March 23, 1982.

If the Government of the People's Republic of Bulgaria concurs in this proposal, your Note to that effect and this Note shall constitute an agreement between the two Governments in accordance with Article VIII of the agreement of June 13, 1977.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the People's Republic of Bulgaria the assurances of its highest consideration.

Embassy of the United States of America

Sofia, April 9, 1980

Bulgarian Text of the United States Note

ПРЕВОД

№ 64

Посолството на Съединените американски щати поднася своите почитания на Министерството на външните работи на Народна република България и има честта да визираща Спогодбата за обмен в областта на културата, образованието, науката, техниката и други между Правителството на Съединените американски щати и Правителството на Народна република България, подписана на 13 юни 1977 год.

Член VIII от гореспоменатата Спогодба предвижда Спогодбата да остане в сила за две години от датата, от която всяка договаряща се Страна уведоми другата, че Спогодбата е одобрена от нейните компетентни органи. Този първоначален двегодишен период завърши на 23 март 1980 год. Член VIII по-долу предвижда, че Спогодбата може да бъде изменена или продължена по взаимно съгласие на двете Страни.

Посолството на Съединените американски щати има честта да предложи, съгласно нарежданията на Правителството на Съединените американски щати, Спогодбата от 13 юни 1977 год да бъде продължена до 23 март 1982 год.

Ако Правителството на Народна република България е съгласно с това предложение, Вашата Нота в такъв смисъл и настоящата Нота представляват Спогодба между двете Правителства, съгласно Член VIII на Спогодбата от 13 юни 1977 год.

Посолството на Съединените американски щати използва случая, за да поднови на уважаемото Министерство на външните работи на Народна република България своите уверения на най-високата си почит към него.

Посолство на Съединените американски щати

7 април 1980 год, София

ITALY

Scientific Cooperation

Agreement extending the agreement of June 19, 1967, as extended.

Effectuated by exchange of notes

Signed at Rome June 19, 1980;

Entered into force June 19, 1980.

*The Italian Secretary General, Ministry of Foreign Affairs, to the
American Ambassador [1]*



117/1271

Ministero degli Affari Esteri

IL SEGRETARIO GENERALE

Roma, 19 giugno 1980

Signor Ambasciatore,

come Le è noto, sono in corso trattative per la conclusione di un Accordo di cooperazione scientifica e tecnologica fra il Governo italiano ed il Governo degli Stati Uniti d'America, destinato a sostituire su basi più ampie quello concluso il 19 giugno 1967, che - a seguito di successive proroghe - viene a scadenza in data odierna 19 giugno 1980.

Sebbene emergano favorevoli prospettive che il nuovo Accordo possa essere firmato a scadenza ravvicinata, conviene evitare che si verifichi una soluzione di continuità del quadro giuridico che regola i rapporti fra i due Paesi nel campo della cooperazione scientifica.

Il Governo italiano propone pertanto che l'Accordo del 19 giugno 1967 venga ulteriormente prorogato fino al 19 ottobre del corrente anno, nella prospettiva che durante tale periodo di tempo sia possibile pervenire alla stipula del nuovo Accordo.

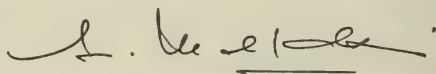
S.E. l'Ambasciatore
Richard N. GARDNER
Ambasciata degli Stati Uniti d'America
R O M A

¹ For the English language text, see pp. 2243-44.

ARIO GENERALE

Qualora V.E. mi facesse conoscere che il Governo degli Stati Uniti d'America concorda con quanto precede, la presente comunicazione e la risposta costituirebbero una intesa fra i due Governi per l'ulteriore proroga sopra menzionata.

Voglia gradire, Signor Ambasciatore, gli atti della mia più alta considerazione.



(Francesco Malfatti di Montetretto)

*The American Ambassador to the Italian Secretary General, Ministry
of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

Rome, June 19, 1980

Dear Mr. Ambassador:

I have the honor to refer to Your Excellency's note of June 19, 1980 confirming the renewal of the Science Cooperation Agreement between the Government of the United States of America and the Government of Italy, the text of which reads as follows:

"As you know, negotiations are being held to conclude a Scientific and Technological Cooperation Agreement between the Governments of the United States and Italy, intended to replace on a wider base the one signed on June 19, 1967, [¹] which after several extensions expires today, June 19, 1980.

"Although there is a favorable outlook for an early signing of the new Agreement, nevertheless it would be better to avoid an interruption in the legal framework that regulates the relations between the two countries in the field of scientific cooperation.

"The Italian Government proposes therefore that the June 19, 1967 agreement be further extended through October 19 of this year so that during this intervening period of time it will be possible to arrive at a new Agreement.

Ambassador Francesco Malfatti
di Montetretto
Secretary General
Ministry of Foreign Affairs
Rome

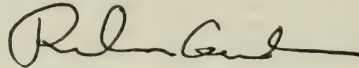
¹ TIAS 6280, 7526, 8199; 18 UST 1268; 23 UST 3772; 26 UST 2923.

"If Your Excellency would let me know that the Government of the United States of America agrees with what is proposed above, the present communication and the relative reply would constitute an understanding between the two governments for the further above-mentioned extension.

"Please accept, Mr. Ambassador, the assurances of my highest consideration."

I have the honor to inform you that the proposals set forth in Your Excellency's note together with this reply shall constitute an agreement between our two governments regarding the matter.

Accept, Excellency, the renewed assurances of my highest consideration.



Richard N. Gardner

SOMALIA

Agricultural Commodities

*Agreement signed at Mogadishu June 25, 1980;
Entered into force June 25, 1980.*

And amending agreement

Effected by exchange of letters

*Signed at Mogadishu August 14 and 17, 1980;
Entered into force August 17, 1980.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOMALIA DEMOCRATIC REPUBLIC
FOR THE SALE OF AGRICULTURE COMMODITIES
UNDER PUBLIC LAW 480, TITLE I ^[1] PROGRAM

The Government of the United States of America and the Government of Somalia have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Part I and Part III of the March 20, 1979 ^[2] Agreement, together with the following Part II.

PART II. Particular Provisions:

Item I. Commodity Table:

<u>Commodity</u>	<u>Maximum Quantity (MT)</u>	<u>Maximum Export Value (million dols)</u>
Rice	12,800	4.8
Corn/Sorghum	20,000	2.9
Soybean/Cottonseed Oil	4,500	3.2
Wheat/Wheat Flour (Grain Equivalent Basis)	15,000	3.8
		<hr/>
TOTAL		14.7

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

² Should read "March 20, 1978". TIAS 9222; 30 UST 844.

Item II. Payment Terms: Convertible Local Currency Credit (40 years).

1. Initial Payment - None
2. Currency Use Payment - 5 percent for 104(a) purposes
3. Number of Installment Payments - 13
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - 10 years from date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement.</u> (Metric Tons)
Rice	1980	23,000
Feedgrains	1980	24,800
Edible Vegetable Oils and Oil Bearing Seeds (Oil equivalent basis)	1980	6,800
Wheat/Wheat Flour (Grain equivalent basis)	1980	19,000

Item IV. Export Limitations:

(A) The export limitation period shall be U.S. fiscal year 1980 and any subsequent U.S. fiscal year during which commodities financed under this Agreement are being used or imported.

(B) For the purpose of Part I, Article III (A) (4) of the Agreement, the commodities which may not be exported are: for rice - rice in the form of paddy, brown or milled; for feedgrains - corn/sorghum - corn/sorghum, barley, oats, and rye including mixed feed containing such grains; for soybean/cottonseed oil - all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower, cottonseed oil, rapeseed oil, and

any edible oil bearing seeds from which edible oils are produced;
and for wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina,
farina or bulgur (or the same product under a different name).

Ivem V. Self-Help Measures:

(A) In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of the Somali Democratic Republic agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

(1) Continue programs and activities to upgrade the livestock sector in Somalia. As part of these efforts the GSDR will:

- (a) Upgrade the training facilities and programs for those extension agents who will be detailed to work with livestock herders.
- (b) Designate an entity within the National Government to conduct a detailed study to review and make recommendations to the GSDR on programs needed for overcoming transportation and related marketing constraints in the livestock sector.

(2) Give priority in its development activities to programs having the goal of attaining self-reliance in the production of basic food crops, particularly grain and oil seeds. Examples of such efforts to increase production would include installation of irrigation pumps and stream water storage.

(3) Take appropriate measures to guarantee that farmers receive fair and adequate farm-gate prices for their output.

(4) Increase agricultural research and extension work within the Ministry of Agriculture, especially for those projects aimed at attaining self-reliance in production of food crops. Seed improvement, multiplication and distribution for grains and oils should be emphasized.

(5) Increase infrastructural and other services by the Water Development Agency (WDA) and the Settlement Development Agency (SDA) to settlers and cooperative farmers in the established agricultural and fisheries projects including activities in irrigation, water conservation and expanded use of fertilizer.

(6) Implement specific manpower-management and planning programs within the Ministry of Agriculture.

(7) In collaboration with the State Planning Commission, Ministry of Agriculture, and appropriate Somali University, the GSDR shall review the feasibility of instituting a baseline study aimed at generating data on production, input costs and marketing of foodgrains. The USDA, Title XII Institutions, consulting firms, or international organizations may be approached for technical assistance as required, through the use of PL 480 generated local currency.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

(A) The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

(1) The following self-help measures as set forth in Item V of the Agreement:

- (a) Increase infrastructural and other services to settlers in agricultural and fisheries settlements (i.e., extension services, improved water supply, resettlement housing, health services, development of cooperatives).
- (b) Implement manpower-management and planning programs (i.e., training of extension, resettlement, refugee relief and agricultural development personnel).
- (c) Increase production of basic food crops, particularly grain and oilseed (i.e., promotion of small-scale production/extension projects in the interriverine, Bay, Northwest farming areas).

(2) The following specific projects and programs will be undertaken in support of the self-help measures:

- (a) Agriculture production/extension projects;
- (b) Rural water projects;
- (c) Health Projects;
- (d) Settlement Housing Projects;
- (e) Women-related Projects;
- (f) Fisheries Projects;
- (g) Range management including animal health and energy resources projects;
- (h) Refugee related activities;
- (i) Increase effectiveness of marketing livestock and agricultural projects.

(B) The projects/programs identified under VI, A above will directly benefit the needy in the following ways:

(1) Agricultural production/extension projects will assist in providing agricultural services, commodities and implements for small-scale farmers in the interriverine, Bay and Northwest farming areas. Similar assistance will be provided settlers in the six established agricultural and fisheries settlement projects. Approximately 300,000 small farmers are expected to benefit. The principal objectives are to increase agricultural cereal and oil seed production to achieve near self-sufficiency in the early 1980's and to help raise rural incomes.

(2) Rural water projects will provide potable water for rural families and increased supplies for animals. This is a major problem for all rural Somalis who must eke out a living in this semi-arid land. Present wells are insufficient both in terms of quantity and quality, and the rivers are infested with shistosomiasis. Rural Water projects will not only have a beneficial effect on health and sanitary conditions, especially for children, but will also improve the overall quality of life of rural inhabitants. The program will complement but not be limited to other projects outlined in this section.

(3) Health projects envisaged are part of a country-wide program to extend primary health care services to the rural farming and nomadic populations. The program will involve the training of rural health workers, the construction of small rural dispensaries, some larger rural health clinics, and the provision of supplies and equipment in support of the dispensaries and clinics. The principal groups to

benefit from the expanded health services will be the rural and nomadic populations who have limited access to primary health care. The program will give emphasis to addressing problems of communicable diseases, maternal child health care, nutrition and sanitation. Many of the dispensaries and clinics will be centered in the agricultural areas identified in VI, B, 1. At the conclusion of this country-wide program, which will take a number of years to complete, approximately 2.0 million persons are expected to receive primary health services.

(4) Settlement housing projects will provide low-cost housing for resettled drought victims. The program will assist in replacing temporary shelters with permanent structures in the agriculture and fisheries settlement projects, beginning in Kurtunwaare. These resettled people have given up their previous nomadic way of life, and with few or no belongings or livestock, they are attempting to establish economically viable food producing settlements. The housing to be constructed is being designed in conjunction with these settlers to assure that acceptable housing is constructed at a low price.

(5) Women related projects take into consideration any effort in which females are the primary beneficiaries. This may include assistance in home gardening, home economics, craft production, textile design and production and women groups and centers.

(6) Fisheries development projects are an area of monetary gain to increasing numbers of coastal villages and towns inhabited by resettled nomads. The program includes renovation and expansion of present facilities and other local cost elements required to improve

capabilities in this sector. With 15,000 drought-stricken nomads, as well as numerous other villagers depending on fishing as the sole means of economic improvement, the potential of developing this industry along Somalia's lengthy coastline is one of considerable importance for the country. Besides providing incomes, increased fish production will improve nutritional standards of those not only dependent upon fishing for a livelihood but also other consumers throughout the country. Also the fishing sector is one of the few areas that has the potential that may develop into a source of foreign exchange.

(7) Approximately 60 percent of Somalia's population is nomadic or semi-nomadic. They exist in a harsh environment and are largely dependent on their animals for physical and economic survival. Range management and animal health projects will implement grazing systems and animal health programs while emphasizing conservation of the limited resources found in these dry lands. As the basic sources of energy for cooking and heating is wood or charcoal, projects will be developed emphasizing the more efficient use of these items and in the use of unsophisticated alternate sources of energy, such as solar cookers and simple bio/gas converters. In addition, shelter belts will be constructed to protect agricultural areas from drifting sands, fodder production farms will be expanded, artificial insemination will develop improved strains of cattle, and tsetse fly eradication will increase meat and milk production as well as open up riverine areas for settlement.

(8) Approximately 75 percent of Somalia's foreign exchange earnings derive from the sale of live animals or animal products and likewise some 75 percent of the population gain their livelihood as farmers and herdsmen. The return on agriculture products and livestock could be increased if existing marketing facilities were upgraded and this would have a direct effect on the well-being of small farmers and small herdsmen throughout the country.

(9) Beginning in mid-1977, refugees have been pouring into the country at increasing rates. Early 1980 saw some 560,000 counted refugees in camps and an estimated 700,000 outside of camps. The refugee camp population increased by 1500 a day and additional facilities are continually needed. The refugees arrive in poor health with practically no possessions and certainly make up the poorest segment of Somalia. There are currently 21 camps scattered throughout the country and all are in need of storage buildings for food and other supplies, agricultural implements, seed, medicines, and shelter. Also water resource development has become a critical concern for both the refugees in camps as well as outside camps. These inputs will not lead to self-sufficiency but will simply assist the refugees to survive.

(10) The programs described above are presently in the planning stage and will be subject to modification during implementation.

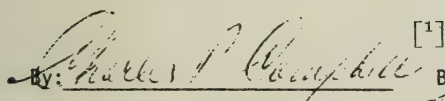
(C) In addition to the report required by Part I, Article II F of this Agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI A above. Such report shall be made by the importing country within 6 months

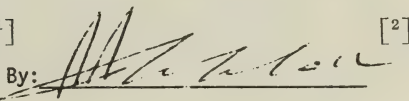
following the last delivery of commodities in the first calendar year of the Agreement and every 6 months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI A above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Mogadishu the 25th day of June , 1980.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF SOMALIA

 [1]
By: _____

 [2]
By: _____

Director
Agency for

Title: International Development
Somalia

Title: Minister of Finance

¹ Charles P. Campbell.

² A. A. Addou.

[AMENDING AGREEMENT]

*The Director of the Agency for International Development to the
Somalian Minister of Finance*

UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT
ECONOMIC DEVELOPMENT OFFICE, SOMALIA

UNITED STATES ADDRESS
MOGADISCIO
DEPARTMENT OF STATE
WASHINGTON, D. C. 20520

INTERNATIONAL ADDRESS
USAID/SOMALIA
C/O AMERICAN EMBASSY
OR VIALIDO NO-
MOGADISCIO, SOMALIA

August 14, 1980

H.E. Abdullahi Ahmed Addou
Minister of Finance
Mogadishu

Your Excellency:

We have the honor to refer to the Agricultural Commodity Agreement signed by the representatives of our two Governments on Jun 25, 1980 and propose that Part II, Particular Provisions, be amended as follows:

Item I, Commodity Table:

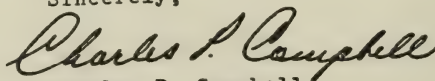
1. Under appropriate column headings delete all data for wheat/wheat flour and soybean/cotton seed oil and insert:

"wheat/wheat flour (flour equivalent basis)"	"18,900"	"4.8"
"soybean/cotton seed oil"	" 7,400"	"5.2";
2. Change total from "14.7" to "17.7";
3. Insert column "supply period" and indicate "1980" for all commodities;
4. Item II under number of installment payments delete "13" and insert "31"

All other terms and conditions of the June 25, 1980 Agreement remain the same.

If the foregoing changes are acceptable to your Government, we propose that this note and your reply thereto constitute agreement between our two Governments to be effective the date of your reply.

Sincerely,


Charles P. Campbell
Director

*The Somali Assistant Minister of Finance to the Representative of
the Agency for International Development*

Jamhuuriyadda Dimuqraadiga Soomaaliya
Wasaaradda Maaliyadda
MINISTRY OF FINANCE



جُمْهُورِيَّةُ السُّومَالِيَّةِ
وَزَارَةُ الْمَالِيَّةِ

Summad AG/X/15-02217
Taariikh 17/8/1980.

17 AGO 1980

THE RESIDENT REPRESENTATIVE
UNITED STATES
AGENCY FOR INTERNATIONAL DEVELOPMENT,

MOGADISHO.

SUB: AGRICULTURAL DEV. COMMODITY AGREEMENT.

We are pleased to refer to your letter dated 14th August, 1980 relating to the above subject.

We hereby confirm that the proposed changes outlined in your letter are acceptable to our Government. Furthermore, we agree that this letter and your note under reference will constitute agreement between our two Governments to be effective the date of our reply.

All other terms and conditions in the agreement signed by the representatives of our Governments on June 25, 1980 remain the same.

Sincerely,



ASST. MINISTER OF FINANCE

TIAS 9833

JORDAN

Agricultural Commodities

*Agreement signed at Amman June 29, 1980;
Entered into force June 29, 1980.
With minutes of negotiation.*

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JORDAN
FOR SALES OF AGRICULTURAL COMMODITIES
UNDER PUBLIC LAW 480, TITLE I^[1] PROGRAM

The Government of the United States of America and the Government of The Hashemite Kingdom of Jordan have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the PL 480 Title I Agreement of November 27, 1974,^[2] together with the following Part II:

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

² TIAS 7995; 25 UST 3439.

PART II - PARTICULAR PROVISIONSItem I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Grain Basis)	1980	6,000	\$ 1.0
		Total	\$ 1.0 =====

Item II. Payment Terms: (DOLLAR CREDIT)

- A. Initial Payment - 5 percent.
- B. Currency Use Payment - 10 percent for Section 104 (a) purpose.
- C. Number of Installment Payments - 19.
- D. Amount of Each Installment Payment - Approximately equal annual installments.
- E. Due Date of First Installment Payment - Two years after date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate - 2 percent.
- G. Continuing Interest Rate - 3 percent.

Item III. Usual Marketing Table:

Commodity	Import Period United States Fiscal Year	Usual Marketing Requirements
Wheat/Wheat Flour (on a Grain Equi- valent Basis)	1980	104,400 Metric tons

Item IV. Export Limitations:

- A. The export limitation period shall be United States Fiscal Year 1980 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.
- B. For the purposes of Part I, Article III A (4) of the agreement, the commodities which may not be exported are: for wheat/wheat flour-wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name), except as provided in C below.
- C. Permissible Export(s)

<u>Commodity</u>	<u>Quantity</u>	<u>Period During Which Such Exports Are Permitted</u>
Wheat including durum wheat, or wheat products (including semolina or pasta products)	Amounts traditionally supplied to northern portions of Saudi Arabia and adjacent areas.	For United States Fiscal Year 1980 and any subsequent U.S. Fiscal Year during which above mentioned commodities are being imported or utilized.

Item V. Self-Help Measures

- A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. In accordance with the purpose of PL 48 Title I programs, the Government of Jordan agrees to carry out the following self-help measures:
- 1- Increase the capability and funding of applied agricultural research in order to (A) expand the transfer of technology and research to a greater number of farmers and (B) to improve the efficiency and scope of foodgrain and forage production.
 - 2- Mount an effective and coordinated policy of research and extension, especially, services needed to meet the needs of small farmers.

Item VI. Economic Development Purposes for Which Proceeds
Accruing to Importing Country are to be Used:

- A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for research extension and technological improvement in the agricultural sector as set forth in the Government of Jordan's development plan of 1976-1980.

- B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

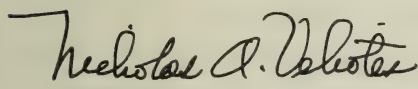
This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

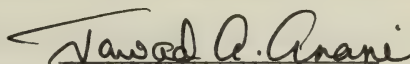
Done at Amman, in duplicate this 29th day of June,
1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
HASHEMITE KINGDOM OF JORDAN



Nicholas A. Veliotis
U.S. Ambassador
[SEAL]



Jawad Anani
Minister of Supply

Date: June 29, 1980

MINUTES OF NEGOTIATION FOR AGREEMENT
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER U.S. PUBLIC LAW-480

Representatives of the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan conducted negotiations beginning on June 21, 1980 in which the United States Government agreed to sell the Hashemite Kingdom of Jordan wheat/wheat flour valued at U.S.\$ 1.0 million under the provisions of U.S. Public Law 480. In the process of reviewing the provisions entered in the agreement, the following items of clarification and emphasis were brought to the attention of the Jordanian negotiators:

1. The U.S. negotiators informed the Government of Jordan that the FY 1980 Title I agreement is expected to complete the phaseout of Title I Programming in Jordan. This is consistent with the U.S. Government's (USG) efforts to phaseout Title I programs in countries with per capita GNP in excess of U.S.\$ 625.00.

2. The \$ 1.0 million export market value of wheat mentioned in Part II of the agreement represents the maximum for which purchase authorization may be issued, and against which the initial payment and/or currency use payment will be measured.

3. The figure of 6,000 m.t. of wheat shown in Part II of the draft agreement is an approximation based on current estimates of export market prices. It is understood, however, that if export prices of wheat decline, the quantity of wheat sold under the agreement could not exceed the 6,000 m.t. specified in Part II of the agreement.

4. The U.S. negotiators informed the Government of Jordan of the new requirements governing the purchase of the commodities, ocean freight, and adequacy of storage facilities. The Government of Jordan agreed to adhere to these requirements which are detailed hereunder:

(A) A purchase authorization will be issued under the agreement only after the Government of Jordan (GOJ) provides USAID/J with the necessary information to enable the Secretary of Agriculture to determine that (1) adequate storage facilities are available in Jordan at the time of export so as to prevent the spoilage or waste of the wheat, and (2) the distribution of the wheat in Jordan will not result in an substantial disincentive to domestic production.

(B) Purchase of wheat under the agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of a bid offering which must conform to the IFB. The bid offering must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(C) The terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Management Office/USDA prior to issuance.

5. Commissions, fees or other payments to any selling agent are prohibited in any purchase of wheat under the agreement.

If the Government of Jordan nominates a purchasing agent and/or shipping agent to procure the wheat or arrange ocean transportation under the Agreement, the GOJ must notify the General Sales Manager/USDA in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with the new Regulatory Standards designed to eliminate certain potential conflicts of interest.

6. The U.S. negotiators informed the Government of Jordan that an assessment of Jordan's capability of receiving, storing and distributing the wheat is required in addition to the operational information outlined below. It is essential that this information be developed prior to the completion of negotiations so that an operational reporting cable may be dispatched to AID/W at least 3 working days (72 hours) prior to the signing of the agreement. Information must include:

- a. Type and grade of wheat to be purchased in accordance with official U.S. standards;
- b. Proposed contracting and delivery schedules;
- c. U.S. Embassy concurrence/comments on above schedules

based on assessment of adequacy of Jordan's capability to receive, store, and distribute the wheat to prevent spoilage or waste;

- d. Names and addresses of banks, both U.S. and Jordanian, which will be handling financing operations;
- e. Assurance that appropriate GOJ authorities are prepared to make immediate transfer of funds to cover ocean freight costs and any initial payment (IP) requirements related to contracts to be concluded pursuant to the agreement.

As a general rule, purchase authorization will not be issued by AID/Washington until the U.S. Department of Agriculture (USDA) has received the above information.

7. The Government of Jordan should be aware that while it is the intention and expectation of the U.S. Government to deliver the commodities during U.S. Fiscal Year 1980, it is possible the limitations on PL 480 expenditures could necessitate delivery of some commodities in FY 1981 in accordance with Article I-B.2 in Part I of this agreement.

8. The Government of Jordan assures the U.S. negotiators that the Jordan Ministry of Supply will relay to the Jordanian Embassy in Washington all instructions, information and authority necessary to enable timely implementation of the agreement, including a) wheat specifications, b) contracting and delivery periods, c) names and addresses of U.S. and Jordanian banks handling transactions (letters of credit for wheat and freight), d) authority to request and sign purchase authorizations and other necessary documents, e) complete

instructions for purchasing wheat and contracting for freight (including the appointment of purchasing and/or shipping agents if applicable), and f) instructions to contact Program Operations Division, Office of the General Sales Manager, USDA regarding the foregoing.

9. The Government of Jordan also assures the U.S. negotiators that appropriate measures will be taken to ensure that operable letters of credit for both commodity and ocean freight charges will be opened, and confirmed by designated U.S. Banks immediately after contracting under each Purchase Authority (P.A.) is concluded and before vessels arrive at loading ports. The Government of Jordan further assures the U.S. negotiators that letter of credit for 100 percent (total amount) of ocean freight charges will be opened in favor of the supplier of the ocean transportation prior to vessel's presentation for loading. The Government of Jordan is aware that delays in opening acceptable letters of credit and in settling the final 10 percent of ocean freight charges will result in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers which will increase the final commodity prices and freight rates.

10. In addition, the Government of Jordan will need to designate persons or agencies to consult with USAID/Jordan with regard to (a) commodity arrival and off-loading information, (b) marking or identifying and publicizing arrivals, (c) usual marketing requirements and export limitation, (d) information on deposits of local currencies, (e) carrying out

self-help measures, (f) reconciliation of accounts, including principal and interest payments, and (g) currency use payments.

11. The usual marketing requirements of 104,400 m.t. of wheat/wheat flour on a grain basis specified in Part II of the agreement is the minimum quantity to be imported into Jordan through normal commercial channels. This amount must be imported even though the full allotment of Title I Wheat is not utilized. Quantities imported from USSR, Peoples Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, North Vietnam and North Korea, wheat imported under PL 480 or grants from U.S. or other sources cannot be counted toward U.M.R.

12. Should the U.S. Government authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the agreement, Jordan will be required (Article III-A-1) to maintain the UMR at the same rate again for the subsequent comparable period.

13. The proposed Title I wheat sales are provided for the purpose of meeting the requirements of Jordan and not to permit an increase in exports of the same or like commodities. Any export of the same or like commodities cannot be permitted unless specifically agreed to by the U.S. Government with the exception of traditional exports to the northern parts of Saudi Arabia in accordance with item IV. C of Part II of the agreement.

14. Failure to comply with the provisions of Article III.A. of the Agreement or with any other requirement of the agree-

ment, could result in withholding issuance of purchase authorizations. It further would be taken into account in consideration of new PL 480 agreements. If the violation involves prohibited exports, remedy may take the form of dollar payment to the U.S. Government to the extent of the value of the violation. Or alternatively, the U.S. could require the purchase and importation, on a commercial basis from the United States, an equivalent amount of such exports. These additional imports would be over and above the UMR.

15. As provided in the agreement, approximately fifty percent of the tonnage of wheat purchase under the agreement shall be shipped in privately-owned U.S. flag commercial vessels. USDA approval of all bookings and charters of U.S. and non-U.S. flag vessels must be obtained in advance of freight contract being finalized.

16. The U.S. Government will take the following conditions into consideration in determining the timing and terms and conditions of the issuance of purchase authorizations: (a) availabilities of commodities, (b) crop years of USA and Jordan, (c) availability of ocean shipping space, (d) ability of Jordan to receive the commodity, (e) market implications and (f) the overall interest of the U.S. Government.

17. Extension of terminal contracting and delivery dates as a general rule are not made. If force majeure or other causes beyond the control of the buyer or seller prevent the completion of deliveries within the specified period, the USDA may consider a request for extension of the delivery period. Such a request should be in writing and supported by facts

which establish justification for the extension.

18. The U.S. Government reserves the right to cancel the undelivered balance of purchase authorizations at any time that a commodity is determined no longer to be available for PL 480 programs, even if it is included in the commodity list in Part II of the sales agreement.

19. The Agreement provides that in addition to a 5% "initial payment", the Government of Jordan is required to pay another 10% to the U.S. Government when requested as a "currency use payment" (CUP). In connection with these payments, the Government of Jordan was advised that the 5% initial payment is a cash down payment that the Government of Jordan pays directly to supplier at the time of purchasing the wheat. Thus the U.S. Government finances 95% of the value of the wheat. The 10% currency use payment collected under the agreement is applied by the U.S. Government to installments due under the agreement, giving the effect of delaying any dollar repayment until all the CUP is applied. The CUP is applied first to payments of interest due under the grace period and then to principal and interest installments. As of installment due dates, full interest credit is given to currency use payments already made by Government of Jordan which have not yet been applied to cover installments.

20. The administration of Jordan dinars generated under the agreement will be in accordance with the provisions of Part I, Article II.F. of the agreement. In addition the Government of Jordan will furnish the U.S. Government through USAID/Jordan with statement and certification of the receipt

and expenditure of the proceeds. Despite the seeming ambiguity between Part I, Article II.F. and Part II, Section VI of the agreement regarding the definition of "proceeds", the agreement requires that the Government must apply to the agriculture and economic development purposes set forth in Part II of the agreement an amount not less than the Jordanian dinar equivalent of the U.S. Government disbursements in financing the commodities, excluding of course any ocean freight differential which may be paid by the U.S. Government as well as the currency use payments made by the Government of Jordan. The agreement does not require the establishment of a special account or prescribe any other specific accounting arrangements.

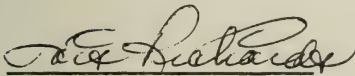
21. The Government of Jordan, however, will prepare an annual report showing the progress made in implementing the self-help measures described in Item V of Part II of the agreement. This report will be forwarded to USAID/Jordan on November 30 of each year. Although the report is prepared prior to the end of the year, it should cover achievements for the whole year to the extent possible.

22. The reports required by the provision of Part I Article III Section D of the agreement which relates to the usual marketing and resale, diversion and trans-shipment of PL 480 commodities will be submitted to USAID/Jordan on a timely basis and will be governed by USDA forms, procedures, and regulations.

23. In compliance with Part I Article III (1) of the PL 480 Title I Agreement dated November 27, 1974, the Government of Jordan will take appropriate measures through its

telecommunication media to identify the source of wheat and the terms and conditions under which the U.S. Government is providing this wheat to Jordan.

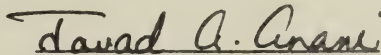
FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



Lois Richards

Acting Director,
USAID/Jordan

FOR THE GOVERNMENT OF THE
HASHEMITE KINGDOM OF JORDAN



Jawad A. Anani

Minister of Supply

TIAS 9834

MULTILATERAL

Atomic Energy: Research Participation and Technical Exchange

*Arrangement signed at Washington, Bonn and Tokyo January 25,
March 20 and April 18, 1980;
Entered into force April 18, 1980.*

ARRANGEMENT
ON
RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE
BETWEEN
THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF GERMANY (BMFT)
AND
THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE (JAERI)
AND
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)
IN
A COORDINATED ANALYTICAL AND EXPERIMENTAL STUDY OF THE
THERMOHYDRAULIC BEHAVIOR OF EMERGENCY CORE COOLANT
DURING THE REFILL AND REFLOOD PHASE OF A LOSS-OF-COOLANT ACCIDENT
IN A PRESSURIZED WATER REACTOR

The Contracting Parties

Considering that:

- (a) The Federal Minister for Research and Technology of the Federal Republic of Germany (BMFT), the Japan Atomic Energy Research Institute (JAERI), and the United States Nuclear Regulatory Commission (USNRC) have a mutual interest in cooperation in the field of reactor safety research, with the objective of improving and thus ensuring the safety of reactors on an international basis;

- (b) The BMFT and the USNRC (as successor to the former United States Atomic Energy Commission) (USAEC) are cooperating on the basis of the Technical Exchange and Cooperative Arrangement in the Field of Research and Development on Reactor Safety, signed March 6, 1974,^[1] which provides for various forms of cooperation, including the exchange of information, the assignment of personnel by one party to specific programs of the other party, and the execution of joint programs and projects;
- (c) The JAERI and the USNRC are, respectively, an authorized participant under and a successor to an agreement between the Japan Atomic Energy Bureau (JAEB) and the United States Atomic Energy Commission (USAEC) for the exchange of technical information in the field of research and development in reactor safety, established by an exchange of letters dated March 5, 1973 and April 10, 1973; and they are parties to three agreements under the auspices of the International Energy Agency: the first, dated February 23, 1976,^[2] relates to the USNRC Loss of Fluid Test Program; the second, dated March 9, 1976,^[3] relates to the USNRC Power Burst Facility and JAERI Nuclear Safety Research Reactor Programs; and the third, dated May 20, 1976,^[4] is the International Energy Agency Implementing Agreement on the Technical Exchange of Information in the Field of Reactor Safety Research and Development; the BMFT has agreements with the USNRC corresponding to the first two agreements above, and is a party to the third agreement;
- (d) The Government of the Federal Republic of Germany and the Government of Japan have entered into an Agreement on Cooperation in the Field of Science and Technology, dated October 8, 1974, which provides for the exchange of information and scientific personnel, and for the planning and implementation of agreed upon cooperative programs; and
- (e) The BMFT, the JAERI, and the USNRC have expressed their intention to participate cooperatively with each other, on the basis of reasonable equality and reciprocity of exchange, in a coordinated analytical and experimental study of the thermohydraulic behavior of emergency core coolant (ECC) during the refill and reflood phases of a postulated loss-of-coolant accident (LOCA) in a pressurized water reactor (PWR), this coordinated study being referred to hereinafter as the "2-D/3-D Refill and Reflood Program," in that the experimental research involves both two-dimensional (2-D) and three-dimensional (3-D) test configurations;

Now, THEREFORE, do agree as follows:

¹ TIAS 8347; 27 UST 2736.

² TIAS 8246; 27 UST 1069.

³ TIAS 8616; 28 UST 5163.

⁴ TIAS 8571; 28 UST 2483.

ARTICLE 1 - OBJECTIVE

The BMFT, the JAERI, and the USNRC, in accordance with the provisions of this Arrangement and subject to the applicable laws and regulations in force in their respective countries, will join together in a three-party, coordinated analytical and experimental study of the ECC behavior during the LOCA refill and reflood phases, this study involving the BMFT-sponsored 3-D upper plenum experiments, as described in Appendix 1, ^[1] or as amended; the JAERI 2-D and 3-D refill and reflood experiments, as described in Appendix 2, or as amended; and the USNRC-sponsored program of 3-D code development, two-phase flow instrumentation development and experimental analysis, as described in Appendix 3, or as amended.

ARTICLE 2 - SCOPE OF ARRANGEMENT

2.1 Subject to the availability of funds, each Party agrees to provide the personnel, materials, equipment and services necessary to carry out their respective research programs, as described in Appendices 1, 2 and 3, or as amended.

2.2 The BMFT, in accordance with the program described in Appendix 1, or as amended, agrees to carry out a series of refill and reflood experiments in the BMFT-funded Upper Plenum Test Facility.

2.3 The JAERI, in accordance with the program described in Appendix 2, or as amended, agrees to carry out a series of refill and reflood experiments in the JAERI-funded Cylindrical Core Test Facility and Slab Core Test Facility.

2.4 The USNRC, in accordance with the program described in Appendix 3, or as amended, agrees to carry out the TRAC computer code calculations required for the design analysis, pretest predictions and post-test analyses of the BMFT and JAERI test programs included under this Arrangement, and to make available to the other Parties or their contractors the advanced instrumentation set forth in Appendix 3, or as amended. Such instrumentation will be made available through separate loan agreements executed between the appropriate U.S. Government agency or its designated agent and the Party or its designated agent that receives the instrumentation. A model Equipment Loan Agreement is set forth in Appendix 4; this should be used whenever practicable.

2.5 Each Party, as Permitting Party, agrees to permit each of the other Parties to have on assignment at any time a maximum of three mutually agreed upon technical experts for participation in the research program that the Permitting Party is sponsoring, as described in the relevant Appendix 1, 2 or 3, or as amended. Such assignments shall be in accord with mutually satisfactory personnel assignment agreements to be entered into between the appropriate persons and organizational entities involved in the assignments. A model Personnel Assignment Agreement is described in Appendix 5; this should be used whenever practicable.

¹ Appendices 1-8 are not printed herein.

2.6 Each Party, as Permitting Party, agrees to permit each of the other Parties to designate a representative to participate in the meetings of the research review group established to review its research program under this Arrangement, as described in the relevant Appendix 1, 2 or 3, or as amended. The designated representatives of the other Parties are permitted to participate in the discussions of any such research review group of the Permitting Party and to make suggestions regarding the technical and scheduler aspects of the program to the Permitting Party or its designated representatives. With the agreement of the Permitting Party, a limited number of additional experts from the other Parties or their contractors may also attend these meetings for discussion of special topics.

2.7 Each Party, as Permitting Party, agrees to provide the other Parties and their designated contractors, subcontractors and other representatives access to all experimental data and results of analyses derived by the Permitting Party from its research program described in the relevant Appendix 1, 2 or 3, or as amended, during the period of this Arrangement.

2.8 Each Party, as Permitting Party, agrees to provide the other Parties and their designated contractors, subcontractors and other representatives access to all results obtained by the Permitting Party from its analyses of information and experimental data derived from the research programs of the other Parties, as described in the relevant Appendix 1, 2 or 3, or as amended, during the period of this Arrangement.

2.9 Each Party, as Permitting Party, agrees to provide the other Parties and their designated contractors, subcontractors and other representatives access to all operational computer codes developed or used by the Permitting Party to analyze the data derived from the research programs included under this Arrangement. If a code used by the Permitting Party is not owned by the Permitting Party, and is not publicly available, it will seek formal permission of the owner to allow appropriate access to the code by the other Parties at substantially the same time that access is sought by the Permitting Party.

2.10 Each Party agrees to bear the total costs of transportation, living expenses and any other costs arising from its participation or the participation of its contractors in the research programs included under this Arrangement, and for the transport-related costs of apparatuses and other equipment furnished by itself or its contractors. Notwithstanding the foregoing, the Parties recognize that special circumstances may arise requiring modification of these provisions, whereupon the Parties, upon mutual agreement, may take such action as is deemed appropriate.

2.11 The designated contractors, subcontractors and other representatives referred to in this Article, receiving industrial property of a proprietary nature (as defined in Article 5), shall be under an agreement of confidentiality with either the designating Party or, as may be required, the organization furnishing such industrial property.

ARTICLE 3 - ADMINISTRATION OF ARRANGEMENT

3.1 Overall responsibility for the administration of this Arrangement will reside in a committee (the Steering Committee), comprised of one senior representative from each of the Parties.

3.2 The Steering Committee may delegate certain responsibilities for the overall technical coordination and implementation of the research programs included under this Arrangement to a Technical Coordination Committee (TCC), comprised of one senior technical representative from each of the Parties. In carrying out these responsibilities, the TCC will be responsible for preparation of a detailed program plan for the overall 2-D/3-D Refill and Reflood Program and submit the program plan, within 10 months after this Arrangement comes into force, to the Steering Committee for its review and approval.

3.3 Within the general scope of this Arrangement, if the TCC makes recommendations to the Steering Committee for appropriate changes in the scope of the research programs described in Appendices 1, 2, and 3, or as amended, such changes shall only be implemented upon approval of the Steering Committee.

3.4 Details of the organization and administrative functions of the Steering Committee and TCC are set forth in Appendix 6.

ARTICLE 4 - PATENTS

4.1 With respect to any invention or discovery made or conceived in the implementation of this Arrangement for JAERI and USNRC participation in the BMFT upper plenum research program described in Appendix 1, or as amended, the BMFT as Recipient Party, and the JAERI and/or the USNRC as Assigning Party; and for BMFT and USNRC participation in the JAERI research programs described in Appendix 2, or as amended, the JAERI as Recipient Party, and the BMFT and/or the USNRC as Assigning Party; and for BMFT and JAERI participation in the USNRC program described in Appendix 3, or as amended, the USNRC as Recipient Party and the BMFT and/or the JAERI as Assigning Party, hereby agree, if not agreed upon otherwise, that:

4.1.1 If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to another Party (the Recipient Party) or its contractors, in connection with exchange of scientists, engineers, and other specialists:

- (a) The Recipient Party will acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own country and in third countries; and
- (b) The Assigning Party shall acquire all right, title and interest in and to any such invention, discovery, patent application, or patent in its own country.

4.1.2 If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated under this Arrangement by one Party or its contractors to another Party or its contractors, the Party making the invention will acquire all right, title and interest in and to any such invention, discovery, patent application or patent in all countries.

4.1.3 With regard to other specific forms of cooperation, including exchanges of materials, instruments and equipment for special joint research projects, the Parties shall provide for appropriate distribution of rights to inventions resulting from such cooperation. In general, however, each Party should normally determine the rights to such inventions in its own country, and the rights to such inventions and discoveries in other countries should be agreed upon by the Parties on an equitable basis.

4.2 The Party or contractor which becomes by national laws and regulations the owner of a patent or of the right to license a patent covering any invention or discovery referred to in paragraph 4.1 above shall license the patent to the other Parties or its nationals upon request of such other Parties on nondiscriminatory terms and conditions, subject to the understanding that any license for noncommercial purposes will be given royalty free. At the time of such a request, the other Parties will be informed of all licenses already granted under such patent.

4.3 Each Party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its country.

4.4 All inventions and discoveries made or conceived by a Party in the course of construction of facilities and development or fabrication of equipment and instrumentation shall be the sole property of the Party making such invention or discovery.

ARTICLE 5 - EXCHANGE OF SCIENTIFIC INFORMATION AND USE OF RESULTS OF PROGRAM

5.1 All information developed or transmitted under this Arrangement except for proprietary information referred to in 5.2, 5.3 and 5.4 will be made available to each Party and to its governmental authorities, contractors, subcontractors and other domestic representatives cooperating with the Party. The Parties may also disseminate such nonproprietary information to the public through their customary channels and in accordance with their normal procedures.

5.2 It is recognized by the Parties that in the process of exchanging information, or in the process of other cooperation, the Parties or their designated contractors, subcontractors and other representatives may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving Party and shall not be used for commercial purposes or made public without the prior written consent of the transmitting Party. Such property is defined as:

- (a) Of a type customarily held in confidence by commercial firms;
- (b) Not generally known or publicly available from other sources;
- (c) Not having been made available previously by the transmitting Party or others without an agreement concerning its confidentiality; and
- (d) Not already in the possession of the receiving Party or its contractors.

5.3 Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of the cooperative program included under this Arrangement, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

- (a) to persons within or employed by the receiving Party, and to other concerned governmental agencies of the receiving Party, and
- (b) to prime or subcontractors of the receiving Party for use only within the country of the receiving Party and within the framework of its contract(s) with the respective Party engaged in work relating to the subject matter of the information so disseminated, and

- (c) on an as-needed, case-by-case basis, to utilities licensed by the responsible government authority in the country of the receiving Party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and
- (d) as appropriate, to contractors of licensed organizations in subparagraph 5.3 (c) receiving such information, for use only in work within the scope of the license and to other domestic contractors for use only within their own organization,

provided that the information disseminated to any person under subparagraphs (b), (c) and (d) of paragraph 5.3 above shall be pursuant to an agreement of confidentiality entered into either between a Party and a recipient or the owner and a recipient.

5.4 Proprietary information of a particularly sensitive nature developed outside of this arrangement, including detailed reactor design and operating data, which is appropriately designated as proprietary and which contains specific limitations on dissemination, may be made available to only those contractors and subcontractors of the receiving Party agreed to by the owner of such information. Such information shall be held in confidence, used only in the implementation of the 2D/3D Refill and Reflood Program, and shall be returned to the owner. Notwithstanding the above, it is agreed that all essential geometrical information on the experimental arrangement which a Party may need for the thorough analysis and interpretation of the experimental data shall be made available to the other Party.

5.5 If, for any reason, one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other Parties. The Parties shall thereafter consult to define an appropriate course of action.

5.6 A Party receiving from sources outside of this Arrangement information without restriction shall not be precluded by anything contained in this Arrangement from using or disseminating such information so received.

5.7 The administration and technical coordination of the information and results developed under this Arrangement shall be in accordance with Appendix 7, ADMINISTRATION OF INFORMATION AND RESULTS OF RESEARCH, and Appendix 8, TECHNICAL COORDINATION OF EXPERIMENTAL AND ANALYTICAL RESULTS.

ARTICLE 6 - LOSS OR DAMAGE OF EQUIPMENT

6.1 The provisions of this Article apply to: (1) apparatuses, instrumentation, and other such equipment, hereinafter referred to as "loaned equipment," made available, directly or indirectly, on a loan basis by one Party (hereinafter referred to as the "Lending Party") to another Party (hereinafter referred to as the "Receiving Party") for use in a test facility funded by the Receiving Party under the provisions of this Arrangement, and (2) apparatuses, instrumentation and other such equipment, hereinafter referred to as "facility equipment," considered constituent parts of a test facility funded by a Party.

6.2 With regard to loaned equipment that is lost or damaged, the Lending Party will bear the financial burden of any such loss or damage. Further, prior to the time that the Receiving Party assumes possession and control over the loaned equipment, following installation and checkout before start of the experimental program, the Lending Party shall, subject to the availability of funds, also be responsible for the replacement or repair of loaned equipment that is lost or damaged. After assuming such possession and control, the Receiving Party will take all necessary and proper measures to ensure the good working order of the loaned equipment and to minimize the likelihood of any loss or damage to such equipment. If, during the course of the experimental program, any of the loaned equipment becomes damaged or inoperative, and if repair or replacement or modification of such loaned equipment is determined by majority vote of the TCC to be desirable, the Lending Party shall be responsible for the repair, replacement or modification of such equipment, subject to the availability of funds.

6.3 With regard to facility equipment funded by a Party, that Party shall bear the financial burden of any loss or damage to such equipment. Further, subject to the availability of funds that Party shall also be responsible for the replacement, repair or modification of all such equipment that is lost or damaged during the course of the experimental program, if such replacement, repair or modification is determined by majority vote of the TCC to be desirable.

6.4 Additional costs arising as a result of delays in the program occasioned by the loss or damage of facility equipment or loaned equipment shall be borne by the Party suffering such additional costs.

6.5 If the loss or damage is caused by a third party (as defined in paragraph 9.2.4), paragraph 9.4.3 shall apply.

ARTICLE 7 - RETURN AND DISPOSAL OF LOANED EQUIPMENT

7.1 All loaned equipment made available, either directly or indirectly, by the Loaning Party to the Receiving Party in connection with the implementation of the experimental programs covered under this Arrangement shall, as requested by the Loaning Party, be returned to the Loaning Party upon completion of such experimental programs.

7.2 All such equipment to be returned to the Loaning Party shall be restored by the Receiving Party to such condition as may be mutually agreed upon by the Parties involved. In the event the Parties are unable to agree as to the condition the equipment is to be restored, the Receiving Party may return the equipment to the Loaning Party in its then existing condition.

7.3 The determination as to the ultimate disposal of all such loaned equipment shall be made solely by the Loaning Party; such determination shall be made not later than 6 months after termination of the experimental programs covered under this Arrangement. If the Receiving Party decides to return equipment which the Loaning Party has indicated an intent to abandon, then the Receiving Party shall assume the costs of returning such equipment.

ARTICLE 8 - DISCLAIMER

The application or use of any information (including results of experiments, design drawings and specifications) and of any material, apparatuses, instrumentation and other such equipment exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information, material, apparatuses, instrumentation and other equipment for any particular use or application, nor does it provide warranty or assurances as to the accuracy, precision or life expectancy of such material, apparatuses, instrumentation and other equipment so exchanged or transferred. The transmitting Party will, however, use its best efforts to furnish such material, apparatuses, instrumentation and other equipment that will meet the experimental requirements associated with the research programs included under this Arrangement. This paragraph shall also be applicable to materials, apparatuses, instrumentation and other equipment furnished as part of the facilities funded by Parties to this Arrangement.

ARTICLE 9 - LIABILITY

9.1 The Parties agree that, except as otherwise provided for in Article 6, the following provisions shall apply in regard to compensation for damages incurred under this Arrangement.

9.2 For the purposes of this Article, the following definitions shall apply:

9.2.1 "Staff" of a Party means the employees of a Party, its contractors and subcontractors performing services under this Arrangement, and employees of these contractors and subcontractors performing services under this Arrangement.

9.2.2 "Equipment" or "Property" of a Party means the equipment or property owned or controlled by that Party, or by the contractor and subcontractors of that Party who perform services in connection with research activities under this Arrangement.

9.2.3 "Damages" means harm to property or injury to persons.

9.2.4 "Third party" means a person or other entity not a Party to this Arrangement.

9.3 With regard to First and Second Party damages:

9.3.1 Each Party shall alone be responsible for damages to its property or staff, regardless of where the damages have been incurred, and shall not bring suit or lodge any other claims against another Party for damages to its property or staff, except as otherwise noted in paragraphs 9.3.2 and 9.3.3 below.

9.3.2 If the damages suffered by the staff of one of the Parties are due to the gross negligence or intentional misconduct of the staff of another Party, the latter Party shall reimburse the former an agreed sum of money which the former would be obliged to pay to the person or persons suffering the damages.

9.3.3 If damages to the property of one Party are due to the gross negligence or intentional misconduct of the staff of the other Party, the latter Party shall compensate the former for the damages suffered.

9.4 With regard to third party damages:

9.4.1 Damages caused to the person or property of a third party either by defective equipment or by the staff of a Party shall be compensated for by the Party on whose territory the damages occurred, except as noted in paragraph 9.4.2.

9.4.2 If damages referred to in paragraph 9.4.1 are due to the gross negligence or intentional misconduct of the staff of a Party, that Party shall bear the financial responsibility in regard to the third party.

9.4.3 In the event of damage of any kind caused by a third party to the staff or property of a Party, each of the other Parties, shall, upon the request of the Party suffering the damage, render aid in the prosecution or corroboration of claims against the third party.

9.4.4 The Party on whose territory the damage was incurred shall, in consultation with the other Parties, take upon itself the resolution, with the third party, of all questions connected with the determination of the causes, extent and necessity for compensation for damages incurred. Any such resolution shall have the concurrence of the other Parties. After resolution of the matter, the Parties shall decide, among themselves, the questions relating to compensation for damages incurred.

9.5 In the event of any dispute regarding the provisions of this Article arising between any of the Parties, a committee shall be appointed by the Parties, with equal representation. The conclusions of the committee shall be presented to representatives of the Parties, who will review the conclusions and arrive at a mutual agreement concerning final disposition.

9.6 The foregoing provisions of this Article shall have no applicability to damages caused by a nuclear incident, as defined by the laws of the countries to which the Parties belong. Compensation for damage caused by such a nuclear incident shall be in accordance with the laws of the countries of the Parties.

ARTICLE X - FINAL PROVISIONS

10.1 Any dispute between the Parties concerning the interpretation or application of this Arrangement that is not satisfactorily settled by negotiation or other agreed mode of settlement shall be referred to a tribunal of three arbitrators to be chosen by the Parties. The

Parties will also choose the chairman of the tribunal. Should the Parties fail to agree upon the composition of the tribunal or the selection of its chairman, the President of the International Court of Justice shall, at the request of the Parties, exercise those responsibilities. The tribunal shall decide any such dispute by reference to the terms of this Arrangement and any applicable laws and regulations, and its decision on all questions of fact shall be final and binding on the Parties. Contractors, subcontractors or consultants to the parties hereto shall be regarded as parties to this Arrangement for the purpose of this paragraph.

10.2 This Arrangement shall enter into force upon signature of the Parties, and shall remain in force for a period of 5 years. The Arrangement may be extended for an additional period of time as mutually agreed upon by the Parties.

10.3 A Party may at its option participate in a continuation of the refill and reflood research programs of the other parties beyond the 5-year period of this Arrangement, or as extended, under mutually acceptable terms and conditions.

10.4 Changes in this Arrangement shall be made by mutual consent of the Parties. Technical changes in any of the research programs included under this Arrangement may be made by the Steering Committee in accordance with the provisions of ARTICLE 3 and Appendix 6.

10.5 In the implementation of this Arrangement there will be no transfer of funds from or to any of the Parties, unless otherwise agreed to by the Parties.

10.6 A Party may withdraw from the present Arrangement after providing the other Parties written notice of such withdrawal 3 months prior to its intended date of withdrawal. However, such notice may only be given during the first year after this Arrangement has come into force.

10.7 In the event that no notice of withdrawal is given by a Party in accordance with paragraph 10.6, the Parties agree that in the event other countries express interest in participating in the 2-D/3-D Refill and Reflood Program, the Parties will consider such participation under conditions where the interested participating country would make a direct contribution to the 2-D/3-D Program in proportion to its LWR safety research budget.

FOR THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY
OF THE FEDERAL REPUBLIC OF GERMANY [*]

BY: _____ [1]

TITLE: _____

DATE: _____

FOR THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE

BY: Hiroshi Murata [2]

TITLE: President

DATE: APR 18 1980

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

BY: John F. Ahearne [3]

TITLE: Chairman

DATE: January 25, 1980

*Applicable to Land Berlin.

¹H. H. Haunschild
State Secretary
March 20, 1980.

²Hiroshi Murata.

³John F. Ahearne.

PEOPLE'S REPUBLIC OF CHINA

Trade: Visa System for Textile Exports

Arrangement effected by exchange of letters

Signed at Beijing July 23 and 25, 1980;

Entered into force July 25, 1980.

*The American Counselor for Economic/Commercial Affairs to the
Managing Director of the China National Textiles Import and Ex-
port Corporation*



EMBASSY OF THE
UNITED STATES OF AMERICA

July 23, 1980

Mr. Wang Mingjun
Managing Director
China National Textiles Import and
Export Corporation
Beijing
People's Republic of China

Dear Mr. Wang:

I wish to propose on behalf of my government that the following visa system be established for exports to the United States of cotton, wool and man-made fiber textiles and textile products from the People's Republic of China.

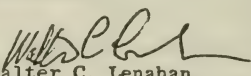
1. Each commercial shipment of cotton, wool and man-made fiber textiles and apparel products will be accompanied by an export visa issued by an official authorized by your government. The visa will be stamped in blue ink on the front of the invoice (special customs invoice Form 5515, successor document or commercial invoice). Each visa will include the signature of the official issuing the visa, the visa number and the date of issuance of the visa.
2. Your government will provide to my government originals in duplicate of the visa stamped marking. Your government will also provide the names of the officials authorized to issue textile export visas, and, subsequently, notifications of any changes therein. A minimum number of officials will be authorized to issue visas.
3. Cotton, wool and man-made fiber textiles and textile products which are not accompanied by an original export visa in accordance with the provisions of paragraph 1 of this letter will be denied entry by my government except upon specific request of your government.
4. My government will publish in the Federal Register the visa requirements set out in this letter upon receipt of (a) your letter confirming your government's acceptance of this letter's proposals and (b) the authorized visa stamp and names of the officials authorized by your government to issue export visas. The visa system proposed by this letter will become effective as soon as possible after Federal Register publication for goods shipped from the

People's Republic of China on and after the effective date, and 60 days after the date of Federal Register publication for goods shipped from the People's Republic of China before the effective date. Our governments will mutually agree on the specific dates to be used for the U.S. Federal Register notice and for the effective date of implementation of the visa system.

5. Either government may terminate this visa system by giving 90 days written notice to the other.

If the foregoing proposal is acceptable to your government, this letter and your letter of acceptance on behalf of your government shall constitute an administrative arrangement between our two governments

Sincerely,


Walter C. Lenahan
Counselor of Embassy for
Economic/Commercial Affairs

The Managing Director of the China National Textiles Import and Export Corporation to the American Counselor for Economic/Commercial Affairs

电报挂号
CABLE ADDRESS,
"CHINATEX" PEKING
TELEX,
22080 CNTEX CN
CODES USED,
ACME
BENTLEY'S 2ND
电 话
TELEPHONE
55,8831

中国纺织品进出口总公司
CHINA NATIONAL TEXTILES IMPORT
AND EXPORT CORPORATION
北京东安门大街八十二号
82, TUNG AN MEN STREET,
PEKING, CHINA

分 公 司
北京, 上海, 天津, 青岛, 广州, 大连
BRANCH OFFICES,
PEKING
SHANGHAI
TIENTSIN
TSINGTAO
KWANGCHOW
DAIREN

Ref. 013/03820

PEKING, July 25, 1980

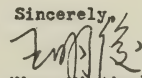
Mr. Walter C. Lenahan
Counsellor of Embassy for Economic/Commercial Affairs
Embassy of the United States of America
Beijing

Dear Mr. Lenahan:

I have the honor to acknowledge the receipt of your letter dated July 23, 1980, in which you, on behalf of your government, propose that a visa system be established for exports to the United States of cotton, wool and man-made fiber textiles and textile products from the People's Republic of China.

I wish to inform you that the proposal set forth in your letter is acceptable to our government and confirm that your letter and this letter of acceptance shall constitute an administrative arrangement between our two governments.

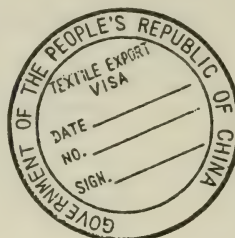
In order to establish the visa system as early as possible, I would like to provide on behalf of my government to your government originals in duplicate of the visa stamped marking and twelve names of the officials authorized to issue textiles export visas, which are enclosed herewith.

Sincerely,

(Wang Mingjun)
Managing Director

TIAS 9836

中国纺织品进出口总公司
CHINA NATIONAL TEXTILES IMPORT AND EXPORT CORPORATION
PEKING, CHINA

THE VISA STAMPED MARKING:



THE NAMES OF THE OFFICIALS AUTHORIZED TO ISSUE TEXTILE EXPORT VISA:

- | | |
|---------|------------------|
| 1. 褚后洪 | (CHU HOCHUNG) |
| 2. 王铸 | (WANG CHU) |
| 3. 方子平 | (FANG ZIPING) |
| 4. 鄧均田 | (DUANG JUNTIAN) |
| 5. 齐一光 | (QI YIGUANG) |
| 6. 王长健 | (WANG CHANGJIAN) |
| 7. 黄增华 | (HUANG ZENGHUA) |
| 8. 潘彤 | (PAN TONG) |
| 9. 高庆昌 | (GAO QINGCHANG) |
| 10. 任育恒 | (REN YUHENG) |
| 11. 任小欢 | (REN HSIAOHSUAN) |
| 12. 李浩然 | (LI HAORAN) |

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Agreement relating to the agreement of March 8, 1954.

Effected by exchange of notes

Signed at Tokyo July 29, 1980;

Entered into force July 29, 1980.

千九百八十年七月二十九日に東京で

日本国外務大臣

伊東正義

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

案する光栄を有します。

昭和五十五年四月一日から昭和五十六年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額は、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、一億一千七百万七千円（一一七、一〇七、〇〇〇円）を超えないものとする。

本大臣は、更に、この書簡及びアメリカ合衆国政府に代わつて前記の取極を確認される閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに閣下に向かつて敬意を表します。

*The Japanese Minister for Foreign Affairs to the American
Ambassador* ^[1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光榮を有します。

同協定第七条²は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書³は、日本国の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

よつて、本大臣は、日本国の昭和五十五会計年度における前記の金銭負担の額に関し、次の取極を日本国政府に代わつて提

¹For the English language translation, see pp. 2299-2300.

The American Ambassador to the Japanese Minister for Foreign Affairs



EMBASSY OF THE
UNITED STATES OF AMERICA

No. 710

Tokyo, July 29, 1980

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.^[1]

Article VII, paragraph 2 of the Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out the Agreement.

Paragraph 3 of Annex G of the Agreement provides that, in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

Accordingly, I have the honor to propose on behalf of the Government of Japan the following arrangements concerning the amount of the cash contribution referred to above for the Japanese fiscal year 1980:

His Excellency

Masayoshi Ito

Minister for Foreign Affairs

Tokyo

¹TIAS 2957, 9548; 5 UST 661; 30 UST 6214.

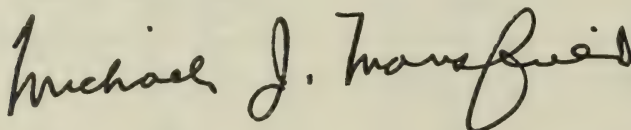
In consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1980 to March 31, 1981, the amount of the cash contribution to be made available by the Government of Japan for the said fiscal year shall not exceed one hundred and seventeen million one hundred and seven thousand yen (¥117,107,000).

I have further the honor to propose that the present Note and Your Excellency's Note in reply confirming on behalf of the Government of the United States of America the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration."

I have further the honor to confirm on behalf of the Government of the United States of America the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

 ^[1]

¹ Michael J. Mansfield.

COLOMBIA

**Narcotic Drugs: Cooperation to Curb
Illegal Traffic**

*Agreement effected by exchange of notes
Signed at Bogotá July 21 and August 6, 1980;
Entered into force August 6, 1980.*

*The American Chargé d'Affaires ad interim to the Colombian Minister
of Foreign Affairs*

**EMBASSY OF THE
UNITED STATES OF AMERICA**

No. 676

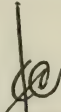
Bogotá, Colombia
July 21, 1980

Excellency:

Pursuant to recent conversations between officials of our two governments relating to further cooperation to curb the illegal traffic in narcotics, I have the honor to inform you that the Government of the United States is prepared to pay costs, in the amount of \$13,225,000 for supplying and maintaining helicopters, patrol vessels, fixed radar equipment, transport vehicles, and fuel, which will be used exclusively for interdicting drug traffic, for training personnel with respect to the interdiction of drug traffic, and for whatever other purposes the United States Congress may authorize. It is understood that detailed implementing project agreements between the Government of the United States and appropriate agencies of the Government of Colombia will be negotiated and signed within the next twelve months. These project agreements will specify mutually agreed upon procedures for defraying costs, objectives, courses of action, commodities to be provided, and methods of joint evaluation and monitoring.

If the foregoing is acceptable to the Government of Colombia, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.


T. Frank Crigler
Chargé d'Affaires ad interim

His Excellency

Dr. Diego Uribe Vargas

Minister of Foreign Affairs

Bogotá, D. E.

*The Colombian Minister of Foreign Affairs to the American Chargé
d'Affaires ad interim*

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

J.

02286

Bogotá, D.E., 6 de agosto de 1.980.

Honorable Señor :

Tengo el honor de referirme a la atenta nota que en la fecha me
ha dirigido Vuestra Señoría, cuyo texto es el siguiente :

"No.676

Julio 21 de 1.980.

Excelencia :

De acuerdo a las conversaciones recientes entre funcionarios de
nuestros dos gobiernos, relativas a la prolongación de la cooperación para su-
primir el tráfico ilícito de narcóticos, tengo el honor de informarle que el Go-
bierno de los Estados Unidos está dispuesto a sufragar gastos, por un total de
\$13'225.000 dólares, para suministrar y mantener helicópteros, barcos patrulle
ros, equipo fijo de radar, vehículos de transporte y combustibles, los cuales
se usarán exclusivamente para la interdicción del tráfico de drogas, para la
capacitación de personal para trabajar en este mismo campo, y para cuales-
quiera otros propósitos que el Congreso de los Estados Unidos pueda autorizar.
Queda entendido que dentro de los próximos doce meses, Convenios de Proyec-
to detallados para la implementación serán negociados y firmados entre el Go-

Al Honorable Señor
T. Frank Crigler
Encargado de Negocios ad interim
de la Embajada de los Estados Unidos de América
LA CIUDAD .-

TIAS 9838

bierno de los Estados Unidos y las entidades correspondientes del Gobierno de Colombia. Estos Convenios de Proyecto especificarán los objetivos, cursos de acción, equipo por adquirir, procedimientos para suministro de los fondos, y métodos para evaluación y utilización conjunta que serán de acuerdo mutuo.

Si lo anterior es aceptado por el Gobierno de Colombia, esta carta y su contestación, constituirán un convenio entre nuestros dos gobiernos.


Sírvase aceptar, Excelencia, la renovación de mis sentimientos de la más alta consideración y aprecio.

T. Frank Crigler
Encargado de Negocios ad interim

Su Excelencia
Dr. Diego Uribe Vargas
Ministro de Relaciones Exteriores
Bogotá, D.E."

En respuesta, me permito manifestar a Vuestra Señoría que el Gobierno de Colombia acepta la propuesta anterior y está igualmente de acuerdo en que la nota transcrita y la presente, constituirán un Convenio entre nuestros dos Gobiernos, que entrará en vigencia a partir de esta fecha.

Aprovecho la oportunidad para reiterar a Vuestra Señoría las seguridades de mi más atenta y distinguida consideración.


DIEGO URIBE VARGAS
Ministro de Relaciones Exteriores

TRANSLATION

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

No. 02286

Bogota, D.E., August 6, 1980

Sir:

I have the honor to refer to your note of July 21, 1980,
which reads as follows:

[For the English language text, see p. 2302.]

In reply, I wish to inform Your Excellency that the
Government of Colombia accepts the foregoing proposal and
also agrees that the transcribed note and this note shall con-
stitute an agreement between our two governments, which shall enter
into force today.

I avail myself of this opportunity to renew to you, Sir, the
assurances of my highest consideration.

Diego Uribe Vargas

Diego Uribe Vargas
Minister of Foreign Affairs

The Honorable
T. Frank Crigler,
Charge d'Affaires ad interim,
Embassy of the United States
of America,
Bogota, D.E.

TIAS 9838

MEXICO

Trade in Textiles and Textile Products

*Agreement amending the agreement of February 26, 1979,
as amended.*

Effectuated by exchange of letters

Signed at Washington July 28 and August 6, 1980;

Entered into force August 6, 1980.

*The Deputy Assistant Secretary of State, Trade and Commercial
Affairs, to the Mexican Ambassador*



DEPARTMENT OF STATE

Washington, D.C. 20520

July 28, 1980

His Excellency
Hugo Margain
Ambassador of Mexico
2829 16th St., NW
Washington, D.C.

Excellency:

I refer to paragraph 18(B) of the Agreement between the United States and the United Mexican States relating to trade in cotton, wool and man-made fiber textiles and textile products with annexes, effected by exchange of notes February 26, 1979, as amended¹ ("the Agreement") and to the discussions held in Washington, July 22-24, 1980.

As a result of these discussions, and on behalf of my Government, I have the honor to propose that the Agreement be amended as follows:

- (a) in Annex C, a new designated consultation level of 2,000,000 square yards equivalent be established in Category 352 - underwear;
- (b) in Annex C, a new designated consultation level of 3,000,000 square yards equivalent be established in Category 359 - other apparel, which would be reviewed sympathetically with a view towards considering further increases upon request of the Government of the United Mexican States;
- (c) the consultation level for Category 650 - dressing gowns be increased to a level of 1,500,000 square yards equivalent for the 1980 agreement period; and
- (d) Adjust the level in Category 604 pt (TSUS 310.5049) -spun acrylic yarn to 3,750,000 square yards equivalent for the year 1980, as set out in paragraph 18(C) of the Agreement. The level for 1981 will be set in future discussions.

If these proposals are acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the agreement.

Sincerely,

Harry Kopp

Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs

¹TIAS 9419, 9662, 9773; 30 UST 3643; 31 UST 5127 ante, p. 1329.

*The Mexican Ambassador to the Deputy Assistant Secretary of State,
Trade and Commercial Affairs*

Embajada de Mexico

Number: 02034

File: 73-0/383(73)/7-C.

Washington, D.C.,
August 6, 1980.

Mr. Harry Kopp
Deputy Assistant Secretary
Trade and Commercial Affairs,
Department of State
Room 3831
Washington, D.C. 20520

Dear Mr. Kopp:

I have the honor to acknowledge receipt
of your letter of July 28, which reads:

"I refer to paragraph 18(B) of the Agreement
between the United States and the United Mexican
States relating to trade in cotton, wool and man-
made fiber textiles and textile products with
annexes, effected by exchange of notes February
26, 1979, as amended ("the Agreement") and to the
discussions held in Washington, July 22-24, 1980.

As a result of these discussions, and on
behalf of my Government, I have the honor to
propose that the Agreement be amended as follows:

(a) in Annex C, a new designated consultation level
of 2,000,000 square yards equivalent be established
in Category 352 - underwear;

(b) in Annex C, a new designated consultation level
of 3,000,000 square yards equivalent be established
in Category 359 - other apparel, which would be
reviewed sympathetically with a view towards consider-
ing further increases upon request of the Government
of the United Mexican States;

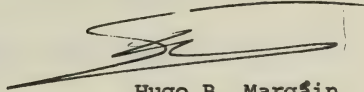
(c) the consultation level for Category 650 - dressing gowns be increased to a level of 1,500,000 square yards equivalent for the 1980 agreement period; and

(d) Adjust the level in Category 604 pt (TSUS 310.5049) -spun acrylic yarn to 3,750,000 square yards equivalent for the year 1980, as set out in paragraph 18 (C) of the Agreement. The level for 1981 will be set in future discussions.

If these proposals are acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the agreement."

The proposals specified in your letter are acceptable to my Government. Therefore, your letter and this letter of confirmation shall constitute an amendment to the agreement.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Hugo B. Margáin', with a long horizontal flourish extending to the left.

Hugo B. Margáin
Ambassador

SIERRA LEONE
Agricultural Commodities

***Agreement signed at Freetown August 8, 1980;
Entered into force August 8, 1980.
With memorandum of negotiations.***

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER
PUBLIC LAW 480 TITLE 1^[1] PROGRAM

The Government of the United States of America and the Government of the Republic of Sierra Leone have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the Agreement signed August 31, 1978,^[2] together with the following Part II:

ITEM I. COMMODITY TABLE:

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Ex- port Market Value</u> (Million Dols)
Wheat/Wheat flour (Grain Equivalent)	1980	2,000	.300
Corn/Sorghum	1980	714	.100
Rice	1980	2,000	.800
Total			1.200

ITEM II. PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT
(40 Years)

1. Initial Payment - None.
2. Currency Use Payment - 5 percent for Section 104(a) purposes.
3. Number of installment payments - 31.
4. Amount of each installment payment - approximately equal annual installments.
5. Due date of first installment - ten years from date of last delivery of commodities in each fiscal year.
6. Initial interest rate - 2 percent.
7. Continuing interest rate - 3 percent.

ITEM III. USUAL MARKETING TABLE:

<u>Commodity</u>	<u>Import Period</u> (U.S. Fiscal Year)	<u>Usual Marketing Requirements</u> (Metric Tons)
Wheat/Wheat flour	1980	28,000
Corn/Sorghum	1980	400
Rice	1980	20,000

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

² TIAS 9210; 30 UST 685.

ITEM IV. EXPORT LIMITATIONS:

A. The export limitation period shall be U.S. Fiscal Year 1980 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being utilized or imported.

B. For the purpose of Part I, Article III (A) (4) of the Agreement, the commodities which may not be exported are: for wheat/wheat flour--wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name); for corn/sorghum--corn, sorghum, barley, oats, and rye, including mixed feed containing such grains; for rice--rice.

ITEM V. SELF-HELP MEASURES:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sierra Leone agrees to:

1. Accelerate and expand food crop adaptive research and replicable delivery systems, by increased support to the National Agricultural Research Center and Njala University College for the development of new food crop varieties responsive to local conditions, by establishment and adequate support of a National Food Crops Adaptive Research and Extension Institute, by implementation of supervised on-farm adaptive food crops research and extension trials among small farmers, and by distribution and supervision of food crop mini-kits which are properly synthesized (being technically sound, economically feasible and socially compatible) for direct small farmer use and benefit;

2. Accelerate the production and distribution of technology-related inputs such as improved food crop seed to small farmers, by establishment and support of the seed multiplication project and rice development program on a national basis providing assistance to small farmers in securing and utilizing improved seeds;

3. Strengthen the extension service within the Ministry of Agriculture and Forestry to speed diffusion of new agricultural technology to small farmers, by implementation and adequate support of a national training program for farmer-level extension technicians;

4. Support and expand the capability of the Ministry of Agriculture and Forestry to collect and analyze agricultural statistics in order to improve the quality of sectoral planning and evaluation.

5. Expand agricultural policy research in order to shed additional light on such structural issues as farm input and commodity pricing, marketing system economies and food grain stabilization.

6. Improve the agricultural marketing infrastructure through the expansion and maintenance of the rural feeder road network.

7. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development conduct an official review of the current supply distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection and for the Public Law 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposal for PL 480 programming.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for the following economic development sectors: agriculture, rural development and population planning.

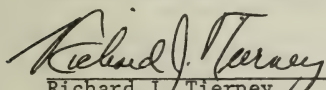
B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

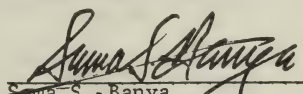
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Freetown, in duplicate the 8th day of August, 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
REPUBLIC OF SIERRA LEONE


Richard J. Tierney
Charge d'Affaires a.i.
Embassy of the
United States of America


Sama S. Banya
Minister of Development
and Economic Planning of the
Republic of Sierra Leone

MEMORANDUM OF NEGOTIATIONS

The following issues were discussed and agreed upon during negotiations leading to the 1980 Agreement between the Government of Sierra Leone and the Government of the United States for Sale of Agricultural Commodities under the PL-480 Title I Program. The negotiators were for the Government of Sierra Leone (GOSL), Solomon B. E. Scott, Officer in Charge of PL-480, Ministry of Development and Economic Planning and for the Government of the United States (USG), Norman L. Sheldon, Agricultural Development Officer, A.I.D. Section of the Embassy of the United States in Freetown.

I. Role and Rationale for the Title I PL-480 Program

The concessional sale of U.S. commodities,

a) provides foreign exchange relief during a period of foreign exchange scarcity and thus frees resources for other essential imports and development expenditures. In this context the FY 1980 sales program is directly supportive of the current GOSL-IMF Stand-by Arrangement.

b) generates, in a non-inflationary manner, revenues for the GOSL development effort, thus ensuring program continuity in a period of budget austerity.

c) provides, in a non-disincentive manner, food grain commodities during a period of scarcity.

II. Conditions and Procedures

Mr. Scott was provided a copy of the negotiating instructions issued by the Agency for International Development and the U.S. Department of Agriculture. The points raised in that instruction were subsequently reviewed by the negotiators and agreed upon. Summarized briefly below these were:

a) Financial terms were noted to not have changed, namely: the financing, as set forth in Part II, Item 2 of the proposed agreement, provides for convertible local currency credit (CLCC) terms of 40 years, including a 10-year grace period; interest rates of 2 percent during the grace period and 3 percent thereafter. There is no initial payment but a currency use payment (CUP) of 5 percent is required.

b) The proposed commodity compositions, as shown in Part II, Item 1, provides for 2,000 metric tons (MT) of wheat/wheat flour, 714 MT of corn, and 2,000 MT of rice with

a total export market value of \$1.2 million for supply in Fiscal Year 1980. The export market value is the final determinate of the amount of commodities which can be purchased.

c) Part II, Item 3, of the draft Sales Agreement provides for usual marketing requirements (UMR's) of 28,000 MT of wheat/wheat flour (Grain equivalent basis), 400 MT of feedgrains and 20,000 MT of rice. The above UMR's reflect a 5 year average (1974/75 - 1978/79) for wheat/wheat flour (grain equivalent basis), (1975 - 1979) for feedgrains, and (1975 - 1979) for rice. UMR's are based on commercial imports from non-communist countries.

d) Self-help measures and requirements are reflected in the draft agreement text, Item V. During FY 1980 the GOSL and AID will evolve more specific self-help indicators susceptible to periodic evaluation. The U.S. gives increased emphasis on self-help measures which develop human capital and tied more closely to basic agricultural research.

e) The Ministry of Development and Economic Planning and AID will hold quarterly reviews to evaluate the progress of the programs financed under Item V of the Agreement.

f) The commodities financed under the Agreement will be received, stored and distributed within Sierra Leone as indicated below unless otherwise agreed to:

Receipt: All PL 480 Title I commodities are received at the port of Freetown and delivered directly to the purchasers. Highest priority will be accorded to process these commodities through the Freetown port. Berth No. 1 is reserved for these commodities.

Storage: All the purchasers have adequate storage facilities capable of handling many times the volume of the commodities provided under the PL 480 Title I program. There is no record of commodity spoilage or loss in storage.

Distribution: Distribution of the commodities in this agreement will proceed without interfering with local marketing of the same kind of commodities.

Disincentives: Import and distribution of PL 480 Title I commodities will not cause disincentives to local production of the same kind of commodities.

g) The Ministry of Development and Economic Planning (MDEP) has agreed to provide, as part of the Self-help and Use of Sales Proceeds Reports by 15 December 1980, proper identification of each receiving and distribution channel for each of the commodities along with the associated price and cost levels. The GOSL is making every effort to provide the requisite compliance reports, arrival and shipping information (ADP sheets) reports, self-help reports, and use of sales proceeds reports on a timely basis, as required under the provisions of the agreement. The USG presently enjoys access on request to all points involved in the receipt and storage of PL 480 commodities before conversion, and plans to make spot checks of the commercial entities mentioned above which have purchased the commodities from the GOSL.

h) The possibility of commodity diversions outside normal marketing channels or other misuse was discussed and it was noted that there has been no problem in this regard in the past. Furthermore, it is felt that the quantities involved are small enough to be relatively easy to secure in the short interval between off-loading and conversion by the purchaser.

The Representative of the Ministry of Development and Economic Planning noted that, as in the past, the GOSL would keep the flow of the commodities under close scrutiny and stood ready to prosecute any person guilty of theft or misuse of the commodities.

i) The GOSL is completely familiar with the requirement to ship at least 50 percent of the commodities on U.S. flag carrier.

j) Agreements have been made by appropriate authorities to relay to GOSL Embassy/Washington all instructions, information) and authority necessary to ensure timely implementation of agreement, including:

(1) Type and grade of commodity(ies) to be purchased in accordance with official U.S. standards;

(2) Proposed contracting and delivery schedules, (Note that delivery means delivery to vessel at U.S. port.);

(3) Name and address of Sierra Leone and U.S. commercial banks through which letters of credit for commodity and ocean freight will be opened;

(4) Assurance that appropriate GOSL authorities are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the agreement;

(5) Instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and shipping agent); and

(6) Instructions to contact Program Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780 for further assistance in implementing agreement.

k) Under current regulatory and legislative requirements:

(1) Purchase of food commodities under the agreement must be made on the basis of Invitation for Bids (IFB's) publicly advertised in the United States on the basis of bids (offers) which must conform to the IFR. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(2) Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

(3) If the GOSL nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the agreement, the GOSL must notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed Agency agreement. All purchasing and shipping agents must be approved by the Foreign Agricultural Service in accordance with regulatory standards designed to eliminate potential conflicts of interest.


1) The GOSL is prepared to open operable Letters of Credit for both commodity and freight, confirmed by U.S. commercial banks named by the GOSL, as soon as commodities are purchased and ocean freight booked.

The GOSL agrees to Open Letters of Credit for 100 percent of ocean freight not later than 48 hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charger party or booking note.

The provisions concerning claims were also noted.



Norman L. Sheldon
Agricultural Development Officer
U.S. Embassy, Sierra Leone



Solomon B. E. Scott
Officer-in-Charge of PL 480
Program
Ministry of Development and
Economic Planning

LIBERIA

Agricultural Commodities

***Agreement signed at Monrovia August 13, 1980;
Entered into force August 13, 1980.***

AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF LIBERIA FOR THE
SALE OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480, TITLE
I^[1] PROGRAM

The Government of the United States of America
and the Government of Liberia.

Recognizing the desirability of expanding trade
in agricultural commodities between the United States
of America (hereinafter referred to as the exporting
country) and the Government of Liberia (hereinafter
referred to as the importing country) and with other
friendly countries in a manner that will not displace
usual marketings of the exporting country in these
commodities or unduly disrupt world prices of
agricultural commodities or normal patterns of commercial
trade with friendly countries;

Taking into account the importance to developing
countries of their efforts to help themselves toward
a greater degree of self-reliance, including efforts
to meet their problems of food production and population
growth;

Recognizing the policy of the exporting country
to use its agricultural productivity to combat hunger
and malnutrition in the developing countries, to
encourage these countries to improve their own
agricultural production, and to assist them in their
economic development;

¹ 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

TIAS 9841

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other

marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessels for loading, the Government of the importing country or the

the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial Payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

- a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.
- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be

due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in

banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately

equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in

the case of Currency Use Payment, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Government shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government

of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America):

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement:
the name of each vessel; the date of arrival;
the port of arrival; the commodity and quantity received; and the condition in which received.
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Section A 2 and 3 of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this Section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II. PARTICULAR PROVISIONS

I. Commodity Table:

Commodity	Supply	Approximate	Maximum Export
-	period	Maximum	Market Value
-	(U.S.CY)	Quantity (MT)	(millions
Rice	1980	11,400	5.0

II. Payment Terms: Dollar Credit (20 years)

1. Initial payment - None
2. Currency Use Payment - None
3. Number of Installment Payments - Nineteen
4. Amount of Each Installment Payment - Approximately Equal
Annual Amounts

5. Due date of first installment Payment - Two Years After
the Date of Last Delivery of Commodities
in Each Calendar Year

6. Initial Interest Rate - Two Percent

7. Continuing Interest Rate - Three Percent

III. Usual Marketing Table

Commodity	Import Period	Usual Marketing
-	(U.S. Calendar Year	Requirement
Rice	1980	47,000

IV. Export Limitations:

1. The export limitation period shall be U.S. year 1980 and/or any subsequent U.S. calendar year during which commodities financed under this agreement are being imported or utilized.

2. For the purpose of Part I, Article III A(4) of this agreement, the commodities which may not be exported are: For rice - rice in the form of paddy, brown or milled.

V. Self-Help Measures:

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the

poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Liberia Agrees to:

1. Support the Lofa County Rural Development Program;
2. Support the Bong County Rural Development Program;
3. Strengthen Agricultural Research;
4. Support the Livestock Project;
5. Support the Decentralization of the Agricultural Sector;
6. Strengthen the Agricultural Training Institute;

VI. Economic Development Purposes for Which Proceeds
Accruing to Importing Country are to be Used:

A. The Commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

The following self-help measures set forth in Item V of the Agreement:

1. Lofa County Rural Development;
2. Bong County Rural Development;
3. Agricultural Research
4. Livestock Production;
5. Decentralization of the Agricultural Sector;
6. Agricultural Training Institute

B. The projects/programs identified under VI(A) above will directly improve small farm production, income and nutritional levels, and standard of living.

1. The GOL will support the Lofa and Bong counties Rural Development activities by providing appropriate services and inputs on a timely basis. Such services and inputs include, but are not limited to, host country counterparts, salaries for project employees, fuel and spare parts. The Development activities will directly benefit the rural poor by (1) providing the small farm operators easier and more direct access to the research, extension, seed multiplication and distribution, and credit services; and (2) constructing rural access roads to improve the flow of inputs and products to and from target areas.

2. Agricultural research will be undertaken to adapt improved food crop varieties to local conditions and to develop better soil and crop management techniques that can be used and adopted by small farmers. These activities will be coordinated with the decentralization of the agricultural sector so that the small farm operators will benefit from the research program.

3. Decentralization of the agricultural sector will be undertaken so that small farm operators will have easier access to the services provided by the government. These services should include extension, dissemination of improved production techniques developed by the agricultural research activities, credit, improved seeds produced by the seed multiplication activities, fertilizer and other production inputs, and marketing of agricultural production. The GOL will provide host country counterparts, salaries, fuel and spare parts to ensure that this program will be executed effectively.

4. Agricultural training will be undertaken to (1) improve the ability of mid-level government officials to carry out their assignments; and (2) to increase the number of trained officials assigned to rural development projects. The training should include subject matter in the following areas: Agricultural Technology; Vocational Education; and Management.

5. The livestock project will be oriented toward improving the income and nutrition of the small farm families. This project will be primarily oriented toward improving and expanding production from indigenous sheep and goats.

C. In addition to the report required by Part I, Article II(F) of the Agreement, the importing country agrees to report on the progress of implementation of the projects/ programs identified in Item VI(A) above, and how these activities have benefitted the needy directly. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the Agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI(A) above.

Part III FINAL PROVISIONS

A. This Agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

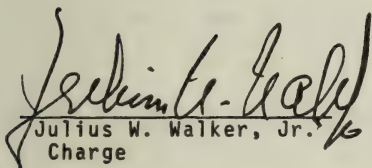
This agreement shall enter into force upon signature.


B. IN WITNESS WHEREOF, the respective representatives,
duly authorized for the purpose, have signed the
present Agreement.

DONE at Monrovia, in duplicate, this 13
day of August, 1980.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT
LIBERIA


Julius W. Walker, Jr.
Charge


Perry Zulu, Major AFL
Minister of Finance

MALAYSIA

Trade in Textiles and Textile Products

*Agreement amending the agreement of May 17 and June 8, 1978,
as amended.*

Effected by exchange of letters

Signed at Washington and New York July 23 and August 8, 1980;

Entered into force August 8, 1980.

*The Deputy Assistant Secretary of State for Trade and Commercial
Affairs to the Malaysian Assistant Trade Commissioner*



DEPARTMENT OF STATE

Washington, D.C. 20520

July 23, 1980

Mr. Abdul Rahman Mamat
Assistant Trade Commissioner
Embassy of Malaysia
Trade Office
600 Third Avenue, Third Floor
New York, New York 10016

Dear Mr. Rahman:

I refer to paragraph 6 of the Agreement between the United States and Malaysia relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes May 17 and June 8, 1978, as amended¹("the Agreement") and to negotiations between our two Governments held in Geneva July 11-16, 1980.

On behalf of my Government, I have the honor to propose that the consultation level for Category 604 be increased to a level of 3,300,000 square yards equivalent for the 1980 agreement year and that the consultation level for Category 446 be increased to a level of 235,000 square yards equivalent for the 1980 agreement year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp by WHS

Harry Kopp
Deputy Assistant Secretary for
Trade and Commercial Affairs

¹ TIAS 9180, 9602, 9718, 9763; 30 UST 64, 7587; ante, p. 508, ante, p. 1151.

*The Malaysian Trade Commissioner to the Deputy Assistant Secretary
of State for Trade and Commercial Affairs*

KEDUTAAN BESAR MALAYSIA
BAHAGIAN PERDAGANGAN



EMBASSY OF MALAYSIA
TRADE OFFICE

600 THIRD AVENUE, 3rd FLOOR, NEW YORK, N. Y. 10016 TEL. NO: (212) 682-0232

Our Ref: TC.NYC.O.202/7

August 8, 1980

Mr. Harry Kopp
Deputy Assistant Secretary for
Trade and Commercial Affairs
Department of State
Washington , D.C. 20520

Dear Mr. Kopp:

I refer to your letter dated July 23, 1980 regarding the Agreement between the United States and Malaysia relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes May 17 and June 8, 1978, as amended ("the Agreement") and to negotiations between our two Governments held in Geneva July 11-16, 1980.

On behalf of my Government, I have the honour to accept the proposal to increase the consultation level for Category 604 to a level of 3,300,000 square yards equivalent for the 1980 agreement year and that the consultation level for Category 446 be increased to a level of 235,000 square yards equivalent for the 1980 agreement year.

This letter and your letter dated July 23, 1980 shall constitute an amendment to the Agreement.

Thank you.

Sincerely yours,

(ABDUL RAHMAN HAMAT)
For Trade Commissioner

EGYPT
Agricultural Commodities

***Agreement amending the agreement of October 4, 1979,
as amended.***

Effected by exchange of notes

Signed at Cairo August 27, 1980;

Entered into force August 27, 1980.

With agreed minutes.

*The American Ambassador to the Egyptian Minister of Supply and
Home Trade*

Cairo, Egypt

August 27, 1980

Excellency:

I have the honor to refer to the Public Law 480
Title I Agricultural Sales Agreement signed by represen-
tatives of our two Governments on October 4, 1979, as
amended May 22 and July 31, 1980,^[1] and to propose the
agreement be further amended as follows:

(A) In Part II, Item I, Commodity Table - Under
appropriate column headings, insert "Corn, 1980,
100,000 and Dollars 14.3" and on the total line
delete "Dollars 270.2" and insert "Dollars 284.5".

(B) In Part II, Item III, Usual Marketing Table -
Under appropriate column headings, insert "Corn,
1980 and 371,000".

(C) In Part II, Item IV, Export Limitations, Sub
Paragraph B - change Period to Semicolon and insert
"For Corn--Corn, Cornmeal, Barley, Grain
Sorghum, Rye, Oats and Any Mixed Feeds Containing
Predominately Such Grain".

All other terms and conditions of the Title I
Agreement of October 4, 1979, as amended, would remain
the same.

His Excellency

Ahmed Ahmed Nough

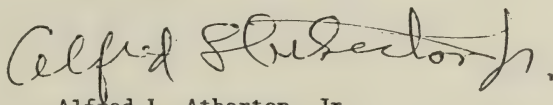
Minister of Supply and Home Trade

Arab Republic of Egypt

¹TIAS 9793; *ante*, 1664.

I propose this Note and your reply concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

A handwritten signature in cursive script, reading "Alfred L. Atherton, Jr.", written in dark ink.

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

The Egyptian Minister of Supply and Home Trade to the American Ambassador

مكتب الوزير

[¹] جمهورية مصر العربية
وزارة التموين والتجارة الداخلية
مكتب الوزير

Excellency:

I have the honor to acknowledge receipt of your Note of August 27, 1980, which reads as follows:

"I have the honor to refer to the Public Law 480 Title I Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1979, as amended May 22 and July 31, 1980, and to propose the agreement be further amended as follows:

"(A) In Part II, Item I, Commodity Table - Under appropriate column headings, insert "Corn, 1980, 100,000 and Dollars 14.3" and on the total line delete "Dollars 270.2" and insert "Dollars 284.5".

"(B) In Part II, Item III, Usual Marketing Table - Under appropriate column headings, insert "Corn, 1980 and 371,000".

"(C) In Part II, Item IV, Export Limitations, Sub Paragraph B - change Period to Semicolon and insert "For Corn--Corn, Cornmeal, Barley, Grain Sorghum, Rye, Oats and Any Mixed Feeds Containing Predominately Such Grain".

All other terms and conditions of the Title I Agreement of October 4, 1979, as amended, would remain the same.

His Excellency

Alfred L. Atherton, Jr.

Ambassador of the

United States of America

¹ In translation reads:

"Arab Republic of Egypt
Ministry of Supply and Home Trade
Office of the Minister"

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

Ahmed Ahmed Nouh

Minister of Supply and Home Trade

Ahmed A. Nouh.

AGREED MINUTES ON THE NEGOTIATION OF THE THIRD AMENDMENT TO THE U.S. FISCAL YEAR 1980 AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT, UNDER THE PROVISIONS OF TITLE I, PUBLIC LAW 480,^[1] OF THE UNITED STATES OF AMERICA

1. The U.S. Government is pleased to be able to respond to Vice President Mobarak's request to President Carter for 100,000

metric tons of corn under our FY 1980 Title I Program.

2. In view of current fiscal year limitations on overall commodity and PL 480 funding availabilities, it is important that I call your attention to Article I (E) of Part I of the Agreement signed June 7, 1974^[2] which provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the market values covered in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities of commodities to be financed will be limited to those specified in Part II.

3. Also, we should have a clear understanding that Egypt is expected to continue to maintain commercial imports from the United States and third countries above Usual Marketing Requirement levels for FY 1980 in keeping with section 103 (0) of PL 480 and Part I, Article III (A) (2) of the Agreement.

4. Usual Marketing Requirements (UMRs):

Part II, Item III of the proposed draft Title I Amendment provides for the Usual Marketing Requirement (UMR) in FY 1980 of 371,000 metric tons of corn. The corn UMR is reviewed each year by supplier countries and is based on the five-year average of commercial imports from non-communist countries for the fiscal years 1975 through 1979.

¹68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

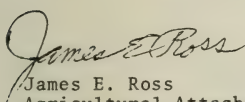
²TIAS 7855, 7930, 8070, 8147; 25 UST 1247, 2482; 26 UST 863, 1915.

5. Annex A. A letter dated August 24, 1980 from the U.S. Chief of Mission to Egypt, Alfred L. Atherton, Jr. to His Excellency, Ahmed Ahmed Nouh, Minister of Supply and Home Trade, was reviewed and is made part of these minutes.

6. Annex B. A draft of the proposed agreement was reviewed and is made part of these minutes.^[1]

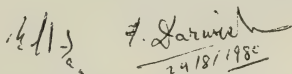
DONE IN CAIRO THIS DAY OF AUGUST, 1980

Representing the Government of
The United States of America:



James E. Ross
Agricultural Attache
American Embassy
5, Sharia Latin America
Garden City
Cairo

Representing the Government of
The Arab Republic of Egypt:



Ibrahim Darwish
Deputy Chairman, General
Authority for Supply
Commodities
Ministry of Supply
24, Gomhouria Street
Cairo

¹ Not printed.

[ANNEX A]



EMBASSY OF THE
UNITED STATES OF AMERICA
Cairo, Egypt
August 24, 1980

Excellency:

It is my pleasure to inform you that the U.S. Mission to Egypt has been authorized to negotiate with the Government of Egypt a third amendment to the agreement signed October 4, 1979 under Public Law 480. The amendment to the agreement will provide \$14.3 million for Egypt to purchase U.S. corn.

The U.S. Government authorization to add corn to the Title I Agreement is in response to the request made earlier in the fiscal year by Vice President Mubarak to President Carter. We are pleased to increase the Title I Public Law 480 Agreement to \$284.5 million to provide approximately 100,000 metric tons of corn in addition to the 1.5 million tons (grain equivalent) of wheat and wheat flour already purchased.

In view of current U.S. fiscal year limitations on PL 480 funding, it is important to note that if the price of corn increases over that used in determining the market value of 100,000 metric tons the quantity to be financed will be less. On the other hand should the price of corn decrease, the quantity of corn to be financed will be limited to 100,000 metric tons.

I am asking Dr. James E. Ross, our Agricultural Attache, to negotiate details of the amendment to the Title I Agreement with your Ministry. He will be calling on Engineer Ibrahim Darwish, Deputy Chairman of the General Authority for Supply Commodities, following your receipt of this letter.

Should you have any questions concerning the proposed agreement, I will be pleased to provide additional information either through Dr. Ross or by calling you directly.

Sincerely,

A handwritten signature in dark ink, appearing to read "Alfred L. Atherton Jr." with a stylized flourish at the end.

Alfred L. Atherton, Jr.
American Ambassador

His Excellency
Ahmed Ahmed Nohh
Minister of Supply and Home Trade
Arab Republic of Egypt

REPUBLIC OF KOREA
Trade in Textiles and Textile Products

***Agreement amending the agreement of December 23, 1977,
as amended.***

Effected by exchange of notes

Signed at Washington September 8, 1980;

Entered into force September 8, 1980;

Effective January 1, 1980.

The Secretary of State to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 8, 1980

Excellency,

I have the honor to refer to the Agreement of December 23, 1977, Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with Annexes, as amended,^[1] between the Governments of the United States of America and the Republic of Korea (the "Agreement") and to consultations between representatives of the Governments of the United States of America and the Republic of Korea held in Washington, D.C. from January 30 to February 5, 1980.

On the basis of these consultations, I have the honor to propose, on behalf of the Government of the United States of America, that the Agreement be amended as follows:

1. Effective from January 1, 1980 and until the termination of the Agreement on December 31, 1982, Annex C of the Agreement shall be deleted and Paragraph 6 of the Agreement shall be replaced by the following:

His Excellency

Yong Shik Kim,

Ambassador of Korea.

¹TIAS 9039, 9350, 9566, 9758; 29 UST 3835; 30 UST 2510, 6541; *ante*, p. 1076.

"6. Each Category and Sub-Category not subject to a Specific Limit will be subject to the Aggregate and applicable Group Limits and the consultation procedures as set forth in this paragraph.

(a) The Government of Korea shall provide prompt reports (i.e., as soon as possible but in no case later than five days following the close of the reporting period) to the Government of the United States on export recommendations (ERs) issued for exports to the United States for textile categories included in the ER system on the following basis:

- (1) Monthly reports except as indicated in 6(a) (2) or (3) below:
- (2) For Agreement Year 1980, semi-monthly reports beginning either:

- (i) when ERs issued for a Category or Sub-Category reach 80 percent of Korea's exports in that Category or Sub-Category to the United States in the previous years; or

- (ii) October 1 of the 1980 Agreement Year, whichever

is sooner. With respect to Categories or Sub-Categories where ERs reach 80 percent of the previous year's trade as described above, the Republic of Korea additionally will immediately notify the Government of the United States when this occurs.

- (3) For Agreement Years 1981 and 1982 the Republic of Korea shall report weekly when ERs issued reach 80 percent of the previous year's trade or beginning October 1 whichever is sooner. In both years the Government of Korea shall immediately notify the Government of the United States of America when ERs issued reach 80 percent of the previous year's trade.

- (b) The Government of the United States may request consultations with a view to agreement on an appropriate level of restraint for any Category or Sub-Category not given a Specific Limit for any Agreement Year whenever, in

the view of the Government of the United States, conditions in its market are such that a limitation on further trade in any such Category or Sub-Category is necessary in order to eliminate a real risk of market disruption.

- (c) The request for such consultations shall be supported as soon as possible, and in any case within 21 days of the date of the request, by a statement of market conditions in the United States which in the opinion of the Government of the United States make necessary the request for consultations. This statement shall include data similar to that contemplated in paragraphs 1 and 2 of Annex A of the Arrangement.
- (d) Upon receipt of a request for such consultations, the Republic of Korea, as requested by the Government of the United States, shall cease or otherwise limit further issuance of ERs for a period of seven (7) U.S. working days. The Government of the United States may request the Republic of Korea to extend the period of seven (7)

U.S. working days mentioned above and may also request Korea to limit the issuance of ERs to a level different from that specified in paragraph 6 (e) (i) and (ii) below, whichever is applicable.

The Government of the Republic of Korea shall consider any such request sympathetically and shall respond promptly. Unless agreed otherwise, the Republic of Korea shall have the right, following the expiry of the period of seven (7) U.S. working days mentioned above, to resume the issuance of ERs up to the level specified in paragraph 6 (e) (i) and (ii) below, whichever is applicable. ERs thus issued as well as ERs issued prior to receipt of the request for consultations may be honored by the issuance of export licenses by the Government of the Republic of Korea. The two Governments, unless agreed otherwise, shall consult as soon as possible within 30 days of the request for such consultations and shall make their best efforts to complete such consultations within 30 days of the commencement.

- (e) (i) In the event that consultations do not result in agreement, the Government of the United States shall have the right to request the Government of the Republic of Korea to limit exports of the relevant products during the Agreement Year in which the request for consultations is made to a level not less than the highest of:
- (A) the level of the trade in the relevant product or category for the immediately preceding Agreement Year plus either 20 percent of that level (in the case of cotton and man-made fiber products) or 6 percent of that level (in the case of wool products),
 - (B) the average of the level of trade in the relevant product or category for all previous Agreement Years since January 1, 1978 plus either 20 percent of that level (in the case of cotton and man-made fiber products) or 6 percent of that level (in the case of wool products),
 - (C) the limit requested by the Government of the United States for the cessation of issuance of ERs in accordance with paragraph 6 (d) hereof.

(ii) Except as provided for in paragraph (iv) below in respect of any product or category where a limit has been established for a single Agreement Year and where, in the immediately subsequent Agreement Year the Government of the United States makes another request for consultations under paragraph 6 (b) of this Agreement, and, in the event that such consultations do not result in agreement, the Government of the United States shall have the right to request the Government of the Republic of Korea to limit exports of the relevant products during the Agreement Year in which the request for consultations is made, to a level not less than the higher of:

- (A) the limit established for the immediately preceding year plus either 8 percent of that limit (in the case of cotton and man-made fiber products) or 3 percent of that limit (in the case of wool products)

- (B) the limit requested by the Government of the United States for the cessation of issuance of ERs in accordance with paragraph 6 (d) hereof.
- (iii) Where the Government of the United States makes a request under paragraph 6 (e) (i) and (ii) hereof the Government of the Republic of Korea agrees that it will honor such a request.
- (iv) In respect of any product or category for which a limit is established in any one Agreement Year, either Government may, prior to the start of the immediately following Agreement Year, elect to convert that limit into a Specific Limit effective as such, from the 1st of January of the immediately following Agreement Year and that product or category shall remain subject to a Specific Limit for the duration of this Agreement. Where such a conversion is made, the Specific Limit so created shall, from the date of effectiveness, be accorded growth at 5.0 percent (in respect of cotton and man-made fiber products) or 1 percent (in respect of wool

products). The Specific Limit so created shall, beginning in the year of effectiveness be accorded flexibility pursuant to paragraphs 8 and 9 of the Agreement, except that the carryover provisions of paragraph 9 shall not apply until the second year.

- (v) Should two requests in respect of the same category or product be made under paragraph 6 (b) hereof during the term of this Agreement but in different Agreement Years, not being consecutive years, the provisions of paragraph 6 (e) (i) shall apply to the second of the two requests.
- (vi) For the purpose of paragraph 6 hereof the phrase "Level of Trade" shall mean the level of trade established by consultations to be held concurrently with the consultations envisaged under paragraph 6 (a) in hereof, or, where such consultations have not been completed, the level of trade by date of export."

2. Annex B shall be amended as follows:

a) Effective January 1, 1980 categories

319 and 647 shall be deleted from
Annex B and shall become subject to
the ER system in paragraph 6.

b) The Group III limit shall be amended
as follows:

<u>1980</u>	<u>1981</u>	<u>1982</u>
15,702,533	15,859,558	16,018,154

c) The restraint level for Category 443

(Suits - Men's and Boys') shall be
26,704 dozen for the 1980 Agreement Year.

3. With respect to the use of the flexibility
provisions of paragraphs 8 and 9 of the Agree-
ment, the Republic of Korea undertakes the
following for Agreement Year 1980 only:a) to limit utilization of swing to one percentage
point below that authorized in the Agreement
in each of the Specific Limit categories in
Group II as follows:

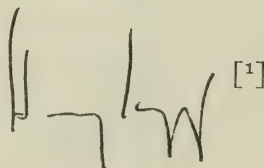
<u>Category</u>	<u>Swing Available</u>
333/4/5	6%
338/9	6%
340	6%
341	6%
347/8	6%
633/4/5	5%
638/9	5%
640 (dress)	5%
640 (other)	5%
641	5%
643	5%

- b) to forego utilization of all carryover and carryforward for the Specific Limit categories in Group II of the Agreement, as listed in sub-paragraph (a) hereof.
 - c) Neither sub-paragraphs (a) and (b) hereof shall affect the flexibility provisions for Group II as provided for in the Agreement.
4. Within existing Category 659, a Sub-Category for headwear (659 pt - headwear) is created, covering TSUSA numbers 703.0500 and 703.1000. It is agreed that Korean exports of these products to the United States in 1980 will not exceed a level more than six percent higher than 1979 Korean exports in this Sub-Category.

If the foregoing arrangement is acceptable to the Government of the Republic of Korea this note and your note of acceptance on behalf of the Government of the Republic of Korea shall constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

A handwritten signature in dark ink, appearing to be 'H. Kopp', followed by a superscripted '1' in square brackets.

¹ Harry Kopp.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

September 8, 1980

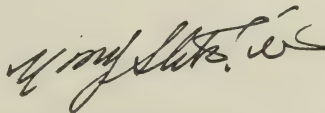
His Excellency
Edmund S. Muskie
Secretary of State
Department of State
Washington, D.C.

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of September 8, 1980 proposing certain amendments to the bilateral Textile Trade Agreement between our two Governments.

I have further the honor to inform Your Excellency that the proposals set forth in your Note are acceptable to the Government of the Republic of Korea and to confirm on behalf of the Government of the Republic of Korea that Your Excellency's Note and this Note in reply thereto constitute an amendment to the Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.



Yong Shik Kim
Ambassador

FINLAND

Air Transport Services

*Protocol relating to the agreement of March 29,
1949, as modified.*

Signed at Washington May 12, 1980;

Entered into force December 7, 1980.

With exchange of letters

Signed at Washington November 7, 1980.

PROTOCOL BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF FINLAND
RELATING TO AIR TRANSPORT

The Government of the United States of America and the Government of Finland;

Recognizing that both scheduled and charter air transportation are important to the consumer interest and are essential elements of a healthy international air transport system;

Recognizing the relationship between scheduled and charter air services and the need for continued development of a total air service system which caters to all segments of demand and provides a wide and flexible range of air services;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government regulation;

Intending to make it possible for airlines to offer the traveling and shipping public low-fare competitive services and increased opportunities for charter air services;

Have agreed to this Protocol relating to the Air Transport Agreement, signed at Helsinki on March 29, 1949.^[1]

¹ TIAS 1945, 8961; 63 Stat. 2550; 29 UST 2621.

ARTICLE 1

Definitions

As used in this Protocol:

(1) "Agreement" means the Air Transport Agreement between the United States of America and Finland signed at Helsinki on March 29, 1949 including its attached Annex and Schedule.

(2) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944.^[1]

ARTICLE 2

Designation and Authorization

(1) Each Party shall have the right to designate an airline or airlines for the purpose of exercising the rights granted by the Agreement, as amended by Article 3 of this Protocol, and by Article 4 of this Protocol.

(2) Each Party shall have the right to withdraw, alter or amend such designations and may designate as many airlines as it wishes for any market covered by the route schedule as amended by Articles 3 and 4 of this Protocol.

(3) Any airline or airlines of a Party whose designation allows the exercise of scheduled air service rights shall be permitted to exercise those rights on the routes specified in the Schedule attached to the Agreement, as amended by Article 3 of this Protocol.

(4) Any airline or airlines of a Party whose designation allows the exercise of the charter air service rights specified in Article 4 of this Protocol shall be permitted

¹ TIAS 1591, 3756, 6605, 6681, 7616, 8092, 8162, 9702; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718; 24 UST 1019; 26 UST 1061, 2374; *ante*, p. 322.

to exercise those rights in accordance with the rules specified in that Party's designation for the carriage of international charter traffic from its territory on a oneway or roundtrip basis, or in accordance with any waivers of such rules granted for appropriate reasons. Those rules shall be the charterworthiness rules of the country where the traffic originates, now or hereafter published by the aeronautical authorities of each Party pursuant to its statutory requirements for scheduled and charter services. However, if the aeronautical authorities of one Party change such rules after the entering into force of this Protocol, such new rules will enter into force not earlier than 45 days after the official notification to the other Party of such changes.

(5) When the charterworthiness rules of one Party apply more restrictive terms, conditions or limitations to one or more of its designated airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate charterworthiness rules applicable to North Atlantic services from their countries which have different conditions for different destination countries, each Party shall apply the most liberal of such conditions as well to charter air services between the United States and Finland.

(6) Designated airlines shall be granted appropriate operating permission without undue delay in accordance with this Article and Article 3 of the Agreement.

ARTICLE 3

Routes for Scheduled Air Services

(1) The Schedule attached to the Agreement is amended to read, in its entirety, as follows:

"1. An airline or airlines designated by the Government of the United States shall be entitled to operate scheduled air services on the following route, in both directions, and to make scheduled landings at the following points:

The United States via intermediate points to Finland and beyond to any point or points outside Finland, including points in the United States, without geographical or directional limitation.

"2. An airline or airlines designated by the Government of Finland shall be entitled to operate scheduled air services on the following routes, in both directions, and to make scheduled landings at the following points:

1. Finland via intermediate points to New York.
2. Finland to Seattle and one point in California, the exact point in California to be selected by Finland and notified to the United States.
3. Finland to Anchorage and beyond to Tokyo, without traffic rights between Anchorage and Tokyo^{1/}.

"3. Each designated airline may, on any or all flights and at its option, operate flights in either or both directions; serve points on each route in any combination and in any order; and omit stops at any

^{1/} Stopover rights in Anchorage are permitted on this route. [Footnote in the original.]

point or points without loss of any right to uplift or discharge traffic otherwise permissible under this Schedule, provided the service begins and/or terminates in the territory of the Party designating the airline.

"4. On any segment or segments of the routes described in paragraphs 1 and 2 of this Schedule, a designated airline may operate air services without any limitation as to change in number or type of aircraft operated."

ARTICLE 4

Grant of Rights for Charter Air Services

(1) Each Party grants to the other Party the right for the designated airlines of that other Party to uplift and discharge international charter traffic in passengers (and their accompanying baggage) or in cargo or in combination, at any point or points in the territory of the first Party for carriage between such points and any point or points in the territory of the other Party, either directly or with stopovers at points outside the territory of either Party or with carriage of stopover or transiting traffic to points beyond the territory of the first Party.

(2) Charter traffic carried by an airline of one Party and originating in or destined for a third country behind the territory of that Party without a stopover in the home territory of that airline of at least two consecutive nights shall not be covered by this Protocol. However, each Party shall continue to extend favorable consideration to applications by designated airlines of the other Party to carry such traffic on the basis of comity and reciprocity.

ARTICLE 5

Fair Competition

(1) Each Party shall allow a fair opportunity for the designated airlines of both Parties to compete in providing and selling the international air transportation services covered by this Protocol.

(2) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(3) Neither Party shall impose a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic, inconsistent with the purposes of this Protocol.

(4) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices affecting the airlines of the other Party.

(5) Sections IV, V, VI, and VII of the Annex to the Agreement are hereby rescinded.

ARTICLE 6

Pricing

(1) As used in this Article, "price" means the fare, rate, or price and its conditions or terms of its availability charged or to be charged by an airline or its agents for the public transport of passengers, baggage and cargo (excluding mail).

(2) Each Party shall allow prices subject to this Protocol to be established by each airline based upon commercial considerations in the marketplace, and intervention by the Parties shall be limited to (a) prevention of predatory or discriminatory prices or practices; (b) protection of consumers from prices that are unduly high or restrictive due to the abuse of a dominant position; and (c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support or because of other similar reasons.

(3) Each Party may require notification or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. If either Party chooses to require a notification or filing of prices, such requirement shall not discriminate among the airlines of either Party or with respect to airlines of third countries. Such notification or filing may be required no more than sixty (60) days before the proposed date of effectiveness. Each Party shall permit notifications or filings on shorter notice than set forth above when necessary to enable airlines to respond on a timely basis to competitive offerings. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public for traffic originating in the territory of that other Party.

(4)(a) Neither Party shall take unilateral action to prevent the initiation or continuation of a price charged or proposed to be charged by an airline of either Party for the carriage of international traffic between the territories of the Parties, or to prevent an airline of one Party from

meeting a price or prices permitted to be charged by any airline for the carriage of international traffic between the territory of the other Party and a third country.

(b) If relevant arrangements with third countries reciprocally so provide, each Party shall allow airlines of those third countries to meet any price of a designated airline of either Party for carriage of international traffic between the territories of the Parties.

(c) For purposes of this Article, the term "meet" includes the right to establish an identical or similar price on a direct, intra-line or inter-line routing, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections or aircraft type, or such price through a combination of prices.

(5)(a) If either Party believes that a price proposed or charged by an airline of either Party or by an airline of a third country for the carriage of international traffic between the territories of the Parties, or a price proposed or charged by an airline of one Party for the carriage of international traffic between the territory of the other Party and a third country, including prices for the carriage of traffic carried on an inter-line or intra-line basis via intermediate points, is inconsistent with the considerations set forth in paragraph (2) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. Consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of pricing consultations.

(b) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction is given , each Party shall use its best efforts to put such agreement into effect. Without mutual agreement, that price shall go into effect or continue in effect for airlines of the two Parties, and for airlines of third countries with which relevant arrangements provide for reciprocity, consistent with the provisions of paragraph (4) of this Article.

(6) Section IX of the Annex to the Agreement is hereby rescinded.

ARTICLE 7

Commissions

The airlines of one Party may be required to file with the aeronautical authorities of the other Party the level or levels of commissions and all other forms of compensation to be paid or provided by such an airline, in any manner or by any device, directly or indirectly, to or for the benefit of any person (other than its own employees) for the sale of air transportation originating in the territory of the other Party.

ARTICLE 8

Flight or Program Approvals

(1) Each Party shall minimize the administrative burdens of filing requirements and procedures on passenger or cargo charterers and designated airlines of the other Party.

(2) A designated airline of one Party proposing to carry charter traffic originating in the territory of the other Party shall comply with the applicable rules of that other Party.

(3) Neither Party shall require a designated airline of the other Party, in respect of the carriage of charter traffic originating in the territory of that other Party, to submit more than a statement of the charter category involved and a declaration of conformity with the rules for such category applicable to charter traffic of that other Party or of a waiver of those rules granted by the aeronautical authorities of that other Party.

(4) Notwithstanding paragraph (3) above, each Party may require that a designated airline of the other Party provide such advance information with regard to flights as is essential for customs, airport, and air traffic control purposes.

(5) Designated airlines shall comply with established procedures in regard to airport slotting and shall provide prior notification of flights or series of flights to the relevant authorities or entities if so required.

(6) Neither Party shall require prior approval of flights or notifications of information relating thereto by designated airlines of the other Party, except as provided in paragraphs (2), (3), (4) and (5) of this Article.

ARTICLE 9

Enforcement

(1) The Party in whose territory the traffic originates shall have the exclusive jurisdiction for the enforcement of its rules and regulations.

(2) The Parties shall cooperate with each other on enforcement matters.

(3) Each Party may take such steps as it considers necessary to regulate the conduct of its own airlines, charterers, travel organizers, agents, forwarders, or shippers offering or organizing services covered by this Protocol. However, such regulations shall not preclude or limit the power of the other Party to regulate, within its territory and pursuant to its domestic laws, the conduct of such organizations or individuals of the first Party.

ARTICLE 10

Commercial Operations

(1) The airlines of one Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of their services.

(2) The designated airline or airlines of one Party shall have the right, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the territory of the other Party their own managerial, technical, operational and other specialist staff who are required to support the provision of air services.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal

basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each Party grants to each designated airline of the other Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. In the case of charter services, however, such sales shall be subject to the applicable respective rules on a non-discriminatory basis. Any airline shall be free to sell such transportation in the currency of that territory or in freely convertible currencies of other countries. These rights shall, however, be available only to the extent authorized by the authorities of the country of the airline concerned.

(5) Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions or remittance taxation at the rate of exchange applicable to current transactions and remittance.

ARTICLE 11

User Charges

(1) User charges imposed by the competent charging authorities on the designated airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed upon the designated airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent

charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges.

(3) Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 12

Aviation Security

The Parties, recognizing their responsibilities under the Convention to develop international civil aviation in a safe and orderly manner, reaffirm their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation. To this end, each Party:

(a) reaffirms its commitment to act under and consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,^[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,^[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;^[3]

¹ TIAS 6768; 20 UST 2941.

² TIAS 7192; 22 UST 1641.

³ TIAS 7570; 24 UST 564.

(b) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(c) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely;

(d) may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Party to standards at least equal to the minimum standards which may be established pursuant to the Convention; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold,

revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 13

Consultations

Either Party may, at any time, request consultations relating to any issue under this Protocol or under the Agreement. Such Party shall notify the other Party of the subjects on which consultations are requested, and the Parties shall cooperate in securing information necessary for a reasoned resolution of the consultations. The consultations shall be held not later than 30 days after receipt of the request or at such later date agreed upon by the Parties. If the Parties reach agreement in the consultations, each Party shall use its best efforts to put such agreement into effect.

ARTICLE 14

Multilateral Agreement

If a multilateral agreement concerning charter air transportation accepted by both Parties enters into force, the Agreement and this Protocol shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 15

Revision of Agreement

Consultations shall be scheduled at a mutually agreeable date for the purpose of concluding a new air transport agreement governing all types of air services which would incorporate the provisions of this Protocol and would update provisions on other aspects of the Agreement.

ARTICLE 16

Termination

Until such time as this Protocol is incorporated into the Agreement, the Protocol shall be coterminous with the Agreement. The termination provisions specified in Article 9 of the Agreement shall apply equally to this Protocol. The termination of either the Air Transport Agreement or of this Protocol shall result in the simultaneous termination of both the Protocol and the Agreement and notice of termination in that event shall be given for each.

ARTICLE 17

Entry into Force

This Protocol shall enter into force on the thirtieth day following the exchange of notes through diplomatic channels confirming that the constitutional requirements for the entry into force of the Protocol have been complied with.^[1]

¹ Dec. 7, 1980.

DONE in duplicate at Washington this twelfth day of
May, Nineteen Hundred and Eighty in the English language.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Rozanne L. Ridgway ^[1]

FOR THE GOVERNMENT
OF FINLAND:

Esko Rekola ^[2]

¹ Rozanne L. Ridgway.

² Esko Rekola.

[EXCHANGE OF LETTERS]



DEPARTMENT OF STATE

Washington, D.C. 20520

November 7, 1980

Dear Mr. Pajari:

On February 15, 1980 a provision of a new United States Law (PL 96-192 - The International Air Transportation Competition Act of 1979)^[1] extended to foreign air transportation an existing prohibition on the operation of part charters by U.S. airlines in United States territory. Further, it is the expressed intent of the United States Congress that the U.S. civil aeronautical authorities not authorize such operations to foreign airlines by permit or exemption. This provision of U.S. law shall cease to be in effect on December 31, 1981.

Therefore, notwithstanding the provisions of Paragraph 4 of Article 2 of the Protocol between the Government of the United States of America and the Government of Finland which shall enter into effect thirty days from today, I ask your concurrence in the understanding that neither Party shall permit the operations of part charters by the airlines of either Party in traffic to and from the United States during the pendency of any legislative prohibition against such charters by the United States of America. This understanding shall not apply to the carriage of passengers under group tariffs (such as GIT, affinity, advance purchase or contract bulk) currently in effect, nor shall it apply to group tariffs to be filed in the future provided that the specific terms of such tariffs are consistent with the existing law of each Party concerning prohibition of part charters.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard W. Bogosian".

Richard W. Bogosian
ChiefAviation Negotiations Division
Office of Aviation

Mr. Erkki Pajari
Counselor,
Ministry of Foreign Affairs,
Helsinki.

¹ 94 Stat. 35; 49 U.S.C. § 1301.

November 7th, 1980

Dear Mr. Bogosian:

I refer to your letter dated November 7th, 1980 which states as follows:

" On February 15, 1980 a provision of a new United States Law (PL 96-192 The International Air Transportation Competition Act of 1979) extended to foreign air transportation an existing prohibition on the operation of part charters by U.S. airlines in United States territory. Further, it is the expressed intent of the United States Congress that the U.S. civil aeronautical authorities not authorize such operations to foreign airlines by permit or exemption. This provision of U.S. law shall cease to be in effect on December 31, 1981.

Therefore, notwithstanding the provisions of Paragraph 4 of Article 2 of the Protocol between the Government of the United States of America and the Government of Finland which shall enter into effect thirty days from today, I ask your concurrence in the understanding that neither Party shall permit the operations of part charters by the airlines of either Party in traffic to and from the United States during the pendency of any legislative prohibition against such charters by the United States of America. This understanding shall not apply to the carriage of passengers under group tariffs (such as GIT, affinity, advance purchase or contract bulk) currently in effect, nor shall it apply to group tariffs to be filed in the future provided that the specific terms of such tariffs are consistent with the existing law of each Party concerning prohibition of part charters".

I confirm that this understanding has been mutually agreed between both delegations.

Sincerely,



Erkki Pajari

Mr. Richard W. Bogosian
Chief, Aviation
Negotiations Division
Department of State

TIAS 9845

PORTUGAL

Military Assistance: Defense Articles and Services

*Agreement effected by exchange of notes
Signed at Lisbon August 12 and 28, 1980;
Entered into force August 28, 1980.*

*The American Chargé d'Affaires ad interim to the Portuguese
Minister of Foreign Affairs.*

EMBASSY OF THE
UNITED STATES OF AMERICA

AUGUST 12, 1980

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the United States Military Assistance Program with Portugal during the United States fiscal year 1980, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my government, the following understandings reached as a consequence of the aforesaid discussions:

1. Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of January 5, 1951^[1] and as provided herein the United States shall grant to the Government of Portugal defense articles and defense services of a value not to exceed \$30 million dollars during the United States fiscal year 1980. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended^[2] and applicable appropriations legislation.
2. The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and subject

¹ TIAS 2187; 2 UST 438.

² 75 Stat. 424; 22 U.S.C. § 2151.

to, the United States laws referred to in paragraph 1, and such successor legislation as may be hereafter enacted. Deliveries of such defense articles, and the performance of such defense services, may be suspended or terminated by the United States under unusual or compelling circumstances when the national interest of the United States so requires.

3. Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "items") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of Portugal for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increases in costs to the United States of the aggregate of selected items within the dollar value specified in paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of Portugal as to which items or quantities thereof should be cancelled.

4. In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

(A) Title to defense articles to be furnished to the Government of Portugal pursuant to this agreement must be transferred to the Government of Portugal on or before September 30, 1983 and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1983.

(B) Defense articles to which the United States obtains or retains title after September 30, 1983, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1983 will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishing of such articles and services pursuant to this agreement shall cease as of October 1, 1983, and

(C) Delivery of defense articles furnished pursuant to this agreement to the Government of Portugal must commence on or before September 30, 1983, if such delivery is to be financed from United States Military Assistance Funds. Delivery of such articles after that date shall be at the expense of the Government of Portugal.

I have the honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of Portugal of the foregoing understandings, shall constitute an agreement between our two governments with respect to the United States

Military Assistance Program for the United States fiscal year 1980, effective from the date of Your Excellency's note in reply.

Accept, Excellency, the assurances of my highest consideration.

EDWARD M. ROWELL

Charge d'Affaires, a.i.

His Excellency

Prof. Dr. DIOGO FREITAS DO AMARAL,

Minister of Foreign Affairs,

Lisbon.

*The Portuguese Minister of Foreign Affairs to the American Chargé
d'Affaires ad interim*



MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Salão do Ministro

Lisboa, 28 de Agosto de 1980.

Senhor Encarregado de Negócios,

Tenho a honra de acusar a recepção da nota da Embaixada, datada de 12 de Agosto de 1980, referente ao Programa de Assistência Militar dos Estados Unidos a Portugal durante o ano fiscal de 1980.

Desejo informar V. Exa. que o Governo português dá o seu acordo às propostas do Governo dos Estados Unidos constantes da nota acima referida.

Queira aceitar, Senhor Encarregado de Negócios, os protestos da minha elevada consideração.

Diogo Freitas do Amaral.

Diogo Freitas do Amaral
Ministro dos Negócios Estrangeiros

Exmo. Senhor
Edward M. Rowell
Encarregado de Negócios a.i. dos
Estados Unidos da América

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

Lisbon, August 28, 1980

Sir:

I have the honor to acknowledge receipt of the note from the Embassy, dated August 12, 1980, referring to the United States Military Assistance Program with Portugal during the fiscal year 1980.

I wish to inform Your Excellency that the Portuguese Government is in agreement with the proposals of the Government of the United States set forth in the above-mentioned note.

Accept, Sir, the assurances of my high consideration.

Diogo Freitas do Amaral

Diogo Freitas do Amaral
Minister of Foreign Affairs

Mr. Edward M. Rowell,
Charge d'Affaires ad interim
of the United States of America.

PHILIPPINES

Military Assistance: Defense Articles and Services

*Agreement effected by exchange of notes
Signed at Manila August 12 and 22, 1980;
Entered into force August 22, 1980.*

*The American Chargé d'Affaires ad interim to the Philippine Minister of
Foreign Affairs*

No. 486

MANILA, August 12, 1980

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the United States Military Assistance Program with the Republic of the Philippines during the United States fiscal year 1980, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm on behalf of my Government, the following understandings reached as a consequence of the aforesaid discussions:

1. Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of June 26, 1953^[1] and as provided herein, the United States shall grant to the Government of the Republic of the Philippines defense articles and defense services of a value not to exceed \$25 million during the United States fiscal year 1980. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended,^[2] and applicable appropriations legislation.

2. The defense articles and defense services to be furnished pursuant to this Agreement shall be furnished in accordance with, and subject to, the United States laws referred to in Paragraph 1, and such successor legislation as may be hereafter enacted. Deliveries of such defense articles, and the performance of such defense services, may be suspended or terminated by the United States under unusual or

¹ TIAS 2834; 4 UST 1682.

² 75 Stat. 424; 22 U.S.C. § 2151.

compelling circumstances when the national interest of the United States so requires.

3. Selection of particular defense articles or defense services (hereafter in this Paragraph referred to collectively as "items") to be furnished pursuant to this Agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of National Defense of the Government of the Republic of the Philippines for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increase in costs to the United States of the aggregate of selected items within the dollar value specified in Paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of National Defense of the Government of the Republic of the Philippines as to which items or quantities thereof should be cancelled.

4. In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

A) Title to defense articles to be furnished to the Government of the Republic of the Philippines pursuant to this Agreement must be transferred to the Government of the Republic of the Philippines on or before September 30, 1983 and defense services to be performed pursuant to this Agreement must be performed not later than September 30, 1983;

B) Defense articles to which the United States obtains or retains title after September 30, 1983, will not be furnished pursuant to this Agreement, and defense services not performed on or before September 30, 1983 will not be performed pursuant to this Agreement. The obligations of the United States with respect to the furnishing of such articles and services pursuant to this Agreement shall cease as of October 1, 1983, and

C) Delivery of defense articles furnished pursuant to this Agreement to the Government of the Republic of the Philippines must commence on or before September 30, 1983, if such delivery is to be financed from United States military assistance funds. Delivery of such articles after that date shall be at the expense of the Government of the Republic of the Philippines.

I have the honor to propose that this note, together with your Excellency's Note confirming the acceptance of the Government of the Philippines of the foregoing understandings, shall constitute an agreement between our two governments with respect to the United States fiscal year 1980, effective from the date of your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

JAMES D. ROSENTHAL

James D. Rosenthal
Chargé d'Affaires a.i.

His Excellency
CARLOS P. ROMULO,
*Minister of Foreign Affairs of
the Republic of the Philippines.*

*The Philippine Acting Minister for Foreign Affairs to the American
Chargé d'Affaires ad interim*

REPUBLIKA NG PILIPINAS
MINISTRI NG UGNAYANG PANLABAS
MAYNILA ^[1]

22 AUGUST 1980

SIR:

I have the honor to refer to your note No. 486 dated 12 August 1980 referring to recent discussions between representatives of our two Governments concerning the United States Military Assistance Program with the Republic of the Philippines during the United States fiscal year 1980, and the effect of United States laws applicable to the funding of the programs by the United States, and confirming certain understandings enumerated in the note which were reached as a consequence of said discussions.

In accordance with your proposal, the Philippine Government hereby confirms its acceptance of the aforementioned understandings. Accordingly, your note and this reply shall constitute an agreement between the Philippines and the United States with respect to the United States fiscal year 1980, effective from the date of this reply.

Accept, Sir, the renewed assurances of my high consideration.

MANUEL COLLANTES

Manuel Collantes
Acting Minister for Foreign Affairs

The Honorable JAMES D. ROSENTHAL
Chargé d'Affaires a.i.
Embassy of the United States of America
Manila

¹ In translation reads: "Republic of Philippines
Ministry of Foreign Affairs
Manila"

FINLAND

Scientific Cooperation

*Memorandum of understanding signed at Helsinki August 27,
1980;*

Entered into force August 27, 1980.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE ACADEMY OF FINLAND
OF FINLAND

1. This Memorandum of Understanding constitutes an agreement between the National Science Foundation (NSF), an agency of the Government of the United States of America, and the Academy of Finland (AF), an agency of the Government of Finland, for the development of a cooperative program in the sciences within their competence.
2. The scope of this program covers all branches of sciences and all fields of scientific research. The NSF and the AF will agree separately in detail about the fields of science in which cooperation is carried on at a certain time.
3. Activities within the approved subject matter areas may include:
 - 3.1 individual visits, exchange of scientific personnel, and fellowships;
 - 3.2 joint seminars and workshops;
 - 3.3 joint research;
 - 3.4 staff exchanges.

Other similar activities may be added by mutual agreement.

4. Scientific and technical information derived from activities under this Memorandum of Understanding shall be made available to the international scientific community through customary channels and in accordance with normal scientific procedures. The Annex to this Memorandum of Understanding shall govern in cases where particular results derived from activities under this Memorandum are subject to copyright or patent protection.
5. This Memorandum of Understanding is undertaken to facilitate pursuit of the scientific objectives of each party. Its financial terms are based on a general mutuality of interest, not strict reciprocity. Accordingly, each party shall bear the costs of its own participation in the program, unless agreed otherwise. The participation of each party shall be subject to the availability of funds. The parties will agree separately about each project's financing arrangement and the degree of financing.
6. The parties will hold an annual joint staff meeting for review of the program, program planning, and for the conduct of program business, unless agreed otherwise. In addition, responsible staff of the two parties will consult as often as required for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities.
7. In accordance with the standard procedures and regulations governing the NSF and AF, each party shall inform the scientific community in its own country of the opportunities for cooperation made possible by the program.
8. Each party will prepare an annual report on the program in timely fashion according to its own

fiscal year system and provide a copy to its counterpart. Copies of the reports shall be made publicly available in accordance with the laws of the respective country.

9. This Memorandum of Understanding shall enter into force on the date of signature by the Director of the NSF or his designee, and by the President of the AF or his designee, and shall remain in force for five years unless renewed by mutual consent, or unless terminated by either party upon the provision of written notice, six months in advance, to the other party. Such termination shall not affect activities approved or in progress under terms of this Memorandum of Understanding.
10. This Memorandum of Understanding is documented in English in two original copies.

Done at Helsinki, Finland this 27 day of August, 1980.

FOR THE
NATIONAL SCIENCE FOUNDATION
OF THE
UNITED STATES OF AMERICA

FOR THE
ACADEMY OF FINLAND
OF
FINLAND

Leonard L. Lederman^[1]

K. O. Donner^[3]

James E. Goodby^[2]
AMBASSADOR OF THE UNITED STATES

¹ Leonard L. Lederman.

² James E. Goodby.

³ K. O. Donner.

Annex

**PATENT AND COPYRIGHT PROVISIONS
OF THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE UNITED STATES OF AMERICA
AND
THE ACADEMY OF FINLAND
OF FINLAND**

This Annex governs the allocation of rights to intellectual property including inventions (hereinafter sometimes referred to as "subject inventions") conceived or first reduced to practice jointly by participants of both countries or individually by participants of either country during the course of an activity conducted under this Memorandum of Understanding.

- a) Each party shall hold all rights within its own territory to each subject invention, subject to an irrevocable, royalty-free and non-exclusive license

to practice the invention to the other party. This license shall include authority to sublicense, but this authority shall be confined to a right of the licensee party to sublicense to its own citizens or commercial or nonprofit organizations that are organized within the territory of the licensee party. Either party may seek rights in third countries upon timely notification to the other party, the notification to occur within one year after filing an application. All such notifications shall include an offer to enter into a separate understanding on the equitable sharing of third country costs and rights.

- b) Neither party shall discriminate against citizens or organizations of the country of the other party in licensing or sublicensing rights in any subject invention or discovery under this Annex. It is understood that the licensing policies and practices of each party may be affected because of the rights of both parties to grant licenses within a single jurisdiction. Accordingly, either party may request, in regard to a single subject invention or discovery or class of subject inventions or discoveries, that the parties consult in an effort to lessen or eliminate any detrimental effect that the parallel licensing authorities may have on the policies and practices of the parties.
- c) Where particular results derived from any activity under this Memorandum of Understanding may be subject to copyright protection, each party may, in accordance with its own laws and procedures, hold or assign copyright in its own territory subject to an irrevocable, royalty-free and non-exclusive license to the other party to publish, copy, translate and

perform such results. Either party may seek rights in third countries upon timely written notification to the other party.

- d) Provision for rights to a subject invention or copyright by either party in accordance with this Annex does not entail conveyance of rights to any other invention or copyright, including any rights necessary to practice or use the rights provided for by this Annex.
- e) Each party agrees to take all necessary steps to cooperate and to assure that the other party is able to obtain all rights provided for under this Annex. This includes responsibility to take such steps as are necessary and timely to inform its participants of the terms of this Annex and to assure compliance with its terms. The parties may agree to special arrangements in writing in individual cases.

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Exchange of Military Personnel

*Memorandum of agreement signed at Washington August 29,
1980;*

Entered into force August 29, 1980.

MEMORANDUM OF AGREEMENT

BETWEEN

THE ROYAL NAVY

AND

THE UNITED STATES COAST GUARD

CONCERNING

EXCHANGE OF PERSONNEL

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MEMORANDUM OF AGREEMENT ON THE EXCHANGE OF
MILITARY PERSONNEL BETWEEN THE UNITED STATES
COAST GUARD AND THE ROYAL NAVY

1. STATEMENT OF PURPOSE:

The United States Coast Guard/Royal Navy Exchange Program is hereby established for the purpose of providing a system of mutual exchange of military personnel between the two Services. It is designed to establish an active relationship between the U. S. Coast Guard (USCG) and the Royal Navy (RN) by which the experience, professional knowledge and doctrine of both Services are shared to the maximum extent permissible under existing policies of the United States and Great Britain.

2. SELECTION CRITERIA:

Officers selected for exchange duty shall have demonstrated capabilities for future command and staff positions, be well versed in the practices and doctrines of their Service, and are particularly qualified through experience for the exchange position. Enlisted personnel selected for exchange duty shall be those who have demonstrated superior professional performance and leadership in their respective rates or trades and be particularly qualified through experience for the exchange position.

3. TOUR OF DUTY:

The normal tour of duty for exchange personnel, exclusive of travel time, will be two years. Any time required for prior training will be in addition to the normal tour. The normal tour may be altered as follows:

- a. the tour of exchange personnel may be curtailed at the written request of one Service; or at the written request of the personnel concerned and the written mutual consent of both Services; or
- b. the tour of exchange personnel may be extended at the written request of one Service if consented to in writing by the other Service provided that such extensions shall not exceed one (1) year.

4. NUMBER AND GRADE LEVEL OF PERSONNEL TO BE EXCHANGED

The number and grade level of personnel to be exchanged at any one time will be as agreed between the Ministry of Defense of the UK (Navy) and the Commandant, United States Coast Guard.

5. UNITS OF ASSIGNMENT:

Personnel assigned in accordance with this Agreement may be attached to units as mutually agreed upon by the Ministry of Defense of the UK (Navy) and the Commandant, United States Coast Guard.

6. DUTIES:

Exchange personnel will be assigned duties by the Commanding Officer of the host Service unit to which they are attached. These duties shall be agreeable to the parent Service. Such personnel will function as members of the host Service unit, except that Royal Naval officers shall not be empowered to enforce the laws of the United States as are U. S. Coast Guard officers under the provisions of Title 14, United States Code. Any such exchange officer may be assigned to perform the duties of a crew member in U. S. Coast Guard aircraft or ships engaged in law enforcement activities, provided that no such duties shall include participation in any boardings, inquiries, examinations, inspections, searches, seizures, or arrests, necessary to enforce the laws of the United States. The host Service will undertake not to place exchange personnel in duty assignments in which direct hostilities are likely. Should hostilities occur unexpectedly involving a unit to which exchange personnel are assigned, such personnel should not be employed in the active operations of the hostilities without prior approval from the parent Service, except in extraordinary circumstances in which communication cannot be reasonably established in the operations of the host unit. In the latter extraordinary circumstances, the host Service shall make every effort to remove exchange personnel from active participation in the hostilities.

7. ADMINISTRATION AND CONTROL:

The parent Service will provide administrative support and retain administrative control:

- a. Royal Navy personnel will be under the administration and control of the Commander, British Naval Staff, Washington, D.C.
- b. U. S. Coast Guard personnel will be under the administration and control of the Commander, Coast Guard Activities Europe, London.

8. DISCIPLINE:

Exchange personnel will comply with the regulations, orders, instructions, and customs of the host Service in so far as they are applicable. Exchange personnel are to be issued written instructions by an appropriate authority of their parent Service that they are to obey lawful orders and commands of personnel senior to them in rank in the host Service. The respective Services shall cooperate in carrying out administrative or disciplinary action by parent Service against an offender. Disciplinary action shall not be taken by the host Service against exchange personnel.

9. SECURITY:

- a. Exchange personnel must abide by the security regulations of the host nation. British Royal Navy personnel may be authorized access to classified operational message traffic or other classified information provided they have been properly cleared for the category of information involved and have a clearly demonstrated need to know. Certain categories of information cannot be authorized for disclosure since release is either prohibited by law, national policy or is not within the prerogative of the Commandant of the Coast Guard. Authority to disclose information of this nature must be requested from the Commandant (G-OIS) on a case-by-case basis.

- b. Commanding officers of Coast Guard units desiring access to classified information for their exchange personnel must obtain clearance accreditation from Commandant (G-PS-6) prior to granting such access. A complete listing of the information to which access is to be granted must also be forwarded with the request.

10. PROFESSIONAL PROFICIENCIES:

While attached to a host Service under the provisions of this Agreement:

- a. exchange personnel will be required to meet the professional proficiencies of the host Service;
- b. minimum flight/professional aviation requirements of the parent Service will not apply during the period of exchange assignment; and
- c. exchange aircrew will be qualified and designated in aircraft of the host Service in accordance with the regulations of the host Service.

11. LEAVE:

Exchange personnel may be granted leave in accordance with the regulations of the parent Service, provided such leave is approved by the proper authorities of the host Service. Upon termination of leave, U. S. Coast Guard personnel will forward a copy of the leave papers with departure and return times to the command exercising administrative control.

12. UNIFORM:

Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most nearly conforms to the Order of Dress of the particular unit with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reason of differences in dress regulations. Customs of the host Service will be observed with respect to the wearing of civilian clothes.

13. MESSING AND QUARTERS:

The host Service will provide messing facilities and family-type or single quarters for exchange personnel, if available, and on the same basis and to the same extent that it provides quarters for its own personnel. In any case, the host Service will render all practical assistance in locating and obtaining suitable housing for exchange personnel.

14. REPORTS:

Periodic or other reports which exchange personnel may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:

- a. U. S. Coast Guard exchange personnel will forward their reports, by appropriate Service channels, through their Royal Navy commanding officer to Commandant (G-PO/42), U. S. Coast Guard;

- b. Royal Navy exchange personnel will forward their reports, by appropriate Service channels, through their U. S. Coast Guard commanding officer to the Commander, British Naval Staff, Washington, D.C.

15. FITNESS REPORTS/PERSONNEL EVALUATION REPORTS:

- a. The Royal Navy will prepare fitness reports on U. S. Coast Guard personnel in accordance with such directives and the applicable forms to be provided to the Royal Navy host unit by the Coast Guard personnel assigned under the terms of this Agreement.
- b. The U. S. Coast Guard will render a confidential report utilizing an appropriate RN form on Royal Navy personnel as and when requested by the Royal Navy. When completed, the report will be sent to the Commander, British Naval Staff, Washington, D.C.

16. EDUCATION OF DEPENDENTS:

Free education will be provided by the host government for children of exchange personnel in the same manner and to the same extent as such facilities are provided for children of personnel of the host service.

17. IDENTIFICATION AND PRIVILEGE CARDS:

Exchange personnel and their dependents residing in the host country shall be issued appropriate identification cards by the host Service. Exchange personnel and dependents shall be entitled to the privileges of exchange, commissary, clubs, and similar activities of the host Service.

18. EQUIPMENT:

Environmental equipment and clothing may be issued to exchange personnel on the same basis as issuance to personnel of the parent Service.

19. MEDICAL AND DENTAL CARE:

- a. Royal Navy exchange personnel and their dependents will be provided routine outpatient and inpatient medical care at Uniformed Services Medical Treatment Facilities. Royal Navy personnel will receive dental care at Uniformed Services Medical Treatment Facilities. Dependents of Royal Navy personnel will be entitled to the benefits of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS).
- b. U. S. Coast Guard exchange personnel and their dependents will be provided medical and dental care at British Uniformed Services Medical Treatment Facilities. USCG personnel and their dependents will be entitled to medical and dental care under the National Health Services program. Dependents of Coast guard personnel will be entitled to the benefits of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS).

20. MEDALS AND AWARDS:

Exchange personnel may be awarded medals and awards of the host Service in accordance with the regulations of that Service and with the prior approval of the parent Service.

21. FINANCIAL ARRANGEMENTS:

The following financial arrangements shall govern the U. S. Coast Guard/Royal Navy Exchange Program:

- a. the parent Service will assume responsibility for the following compensation and expenses with respect to exchange personnel in accordance with the regulations of that Service:
 - (1) pay and normal allowances, including commutation of quarters, station or other location allowances where authorized, and subsistence, except as specified in 21.b.(4);
 - (2) travel allowances and related expenses payable to exchange personnel;
 - (3) compensation for loss of or damage to uniforms, personal equipment, etc., of exchange personnel;
 - (4) medical and dental treatment other than that covered by 21.b.(2) below;
 - (5) burial and other expenses incident to death of exchange personnel;
 - (6) expenditures, including cost of transportation, in connection with any special duty performed on behalf of the parent country during the period of exchange;
 - (7) transportation, travel and all related expenses incurred in initial assignment to first place of duty with the host Service; and
 - (8) transportation, travel and all related expenses incurred by exchange personnel and their dependents on a parent Service-initiated relocation move during the exchange tour;
- b. except for expenditures covered in 21.a. above, the host Service will provide the following services, and assume charges thereof, in accordance with the regulations of that Service:
 - (1) Cost of transportation while on duty including per diem, allowances and expenses when travel is in the interest of the host country.
 - (2) medical and dental treatment (excluding the provisions of dentures) available at Service hospitals and other Service units, as specified in 19.a. and 19.b.;
 - (3) facilities to maintain professional proficiencies; and
 - (4) moves of exchange personnel and their dependents during the exchange tour resulting from relocation of the exchange personnel, or a unit to which they have been assigned; at the direction of the host Service;

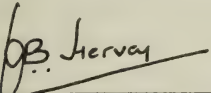
- c. the right of individual personnel to compensation for duty related expenses incurred while on exchange assignment will be in accordance with regulations of the host government;
- d. expenses in connection with dependents of personnel exchanged will be borne by the Service liable for the corresponding costs in the case of the exchange personnel and will be in accordance with the regulations of the Service; and
- e. in all instances reimbursement of the individual will be effected initially by the parent government, with recovery from the host government where financial responsibility has been so designated in this Agreement.

22. EFFECTIVE DATES:

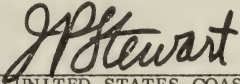
This Memorandum of Agreement shall become effective when signed by duly authorized representatives of the Royal Navy and the United States Coast Guard.

23. AMENDMENTS AND TERMINATION:

This Memorandum of Agreement may be amended by written agreement between the parties thereof. It may be terminated by either party after six months' written notice has been given to the other party. Outstanding financial obligations of either party under Article 21 shall not be affected by termination of this Agreement.



FOR THE ROYAL NAVY
J.B. Hervey, OBE
Rear Admiral Royal Navy
Commander British Navy Staff Washington
DATE 29 August 1980



FOR THE UNITED STATES COAST GUARD
J. P. STEWART
Rear Admiral, U. S. Coast Guard
Chief of Staff

JORDAN

Military Assistance: Defense Articles and Services

*Agreement effected by exchange of notes
Signed at Amman August 14 and 30, 1980;
Entered into force August 30, 1980;
Effective August 28, 1980.*

*The American Chargé d'Affaires ad interim to the Jordanian
Secretary-General, Ministry of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

AMMAN, August 14, 1980

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of our two governments concerning the United States Military Assistance Program with the Hashemite Kingdom of Jordan during the United States fiscal year 1980, and the effect of United States laws applicable to the funding of such programs by the United States. I have the further honor to confirm, on behalf of my government, the following understandings reached as a consequence of the aforesaid discussions:

1. Subject to the terms and conditions set forth in the Mutual Defense Assistance Agreement of June 27, 1957 [¹] and related agreements between our two governments, and as provided herein, the United States shall grant to the Government of the Hashemite Kingdom of Jordan defense articles and defense services of a value not to exceed \$28.3 million during the United States fiscal year 1980. The value of such defense articles and defense services shall be calculated by the United States in accordance with the provisions of applicable United States laws and regulations, including the Foreign Assistance Act of 1961, as from time to time amended, [²] and applicable appropriations legislation.

¹ Not printed.

² 75 Stat. 424; 22 U.S.C. § 2151.

2. The defense articles and defense services to be furnished pursuant to this agreement shall be furnished in accordance with, and subject to, the United States laws referred to in Paragraph 1, and such successor legislation as may be hereafter enacted. Deliveries of such defense articles, and the performance of such defense services may be suspended or terminated by the United States under unusual or compelling circumstances when the national interest of the United States so requires.

3. Selection of particular defense articles or defense services (hereafter in this paragraph referred to collectively as "items") to be furnished pursuant to this agreement shall be made from time to time by the United States Department of Defense, taking into consideration the requests, if any, of the Ministry of Defense of the Government of the Hashemite Kingdom of Jordan for particular items. The United States Department of Defense may cancel the furnishing of any item, or quantity thereof, at any time in order to recoup funds sufficient to pay any net increase in costs to the United States of the aggregate of selected items within the dollar value specified in Paragraph 1. In effecting such recoupments, the United States Department of Defense will take into consideration the views, if any, of the Ministry of Defense of the Government of the Hashemite Kingdom of Jordan as to which items or quantities thereof should be cancelled.

4. In accordance with the requirements of the Foreign Assistance Act of 1961, as amended—

(a) Title to defense articles to be furnished to the Government of the Hashemite Kingdom of Jordan pursuant to this agreement must be transferred to the Government of the Hashemite Kingdom of Jordan on or before September 30, 1983 and defense services to be performed pursuant to this agreement must be performed not later than September 30, 1983;

(b) Defense articles to which the United States obtains or retains title after September 30, 1983, will not be furnished pursuant to this agreement, and defense services not performed on or before September 30, 1983 will not be performed pursuant to this agreement. The obligations of the United States with respect to the furnishing of such articles and services pursuant to this agreement shall cease as of October 1, 1983 and

(c) Delivery of defense articles furnished pursuant to this agreement to the Government of the Hashemite Kingdom of Jordan must commence on or before September 30, 1983 if such delivery is to be financed from United States Military Assistance Funds. Delivery of such articles after that date shall be at the expense of the Government of the Hashemite Kingdom of Jordan.

I have the honor to propose that this note, together with Your Excellency's note confirming the acceptance of the Government of the Hashemite Kingdom of Jordan of the foregoing understandings, shall constitute an agreement between our two governments with respect to the United States Military Assistance Program for the United States fiscal year 1980, effective from the date of Your Excellency's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

DAVID ZWEIFEL

Charge d'Affaires ad interim

His Excellency

AMER SHAMMUT

Secretary-General

Ministry of Foreign Affairs

Amman

*The Commander in Chief of the Jordan Armed Forces to the
American Ambassador*



*Office of the Commander in Chief
Jordan Armed Forces
Amman, Jordan*

TM3/89/A/ 76

30th August, 1980.

H.E. The Ambassador of
The United States of America
Amman - Jordan

Dear Mr. Ambassador,

I have the honour to refer to your diplomatic note dated 14 August, 1980 concerning the Military assistance program for fiscal year 1980.

The Government of Jordan confirms that the exchange of US Diplomatic Note and this letter constitute an agreement between our two governments effective on 28 August, 1980.

Please accept my highest regards and respect.

Sincerely

Lt. General

Zeid Shaker
Commander in Chief - JAF

ZEID BEN SHAKER

TIAS 9850

EGYPT

Basic Village Services

***Agreement signed at Cairo August 31, 1980;
Entered into force August 31, 1980.***

(2417)

TIAS 9851

A. I. D. PROJECT NUMBER 263-0103

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND
THE UNITED STATES OF AMERICA
FOR
BASIC VILLAGE SERVICES

DATED: August 31, 1980

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¹ Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D PROJECT NUMBER 263-0103

Project Grant Agreement

Dated: August 31, 1980

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for
International Development ("A.I.D.")Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, consists of technical and capital

assistance for the design, management and construction of basic village services in Egypt in support of the policy of the Grantee to decentralize authority for development activities. It will focus on improving and expanding a continuing capacity in governorates and villages to plan, manage, finance, implement and maintain locally chosen and constructed rural infrastructure projects. The project will finance technical advisory services, training and research and evaluation. In addition it will finance the construction of locally selected infrastructure projects. The project will be integrated with the ongoing P.L. 480 Title III^[1] Basic Village Services Project. Implementation of the two projects will be coordinated by the Government of Egypt Interagency Committee for Basic Village Services.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the parties named in Section 8.2 without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign

¹ 68 Stat. 455; 7 U.S.C. § 1727.

Assistance Act of 1961, as amended,^[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Seventy Million United States ("U.S.") Dollars (\$70,000,000)("Grant").

The Grant may be used to finance Foreign Exchange Costs, as defined in Section 6.1, and Local Currency Costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the Egyptian Pound equivalent of Sixty Five Million U.S. Dollars (\$65,000,000).

SECTION 3.2. Grantee Resources for the Project. The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner. The resources provided by the Grantee for the Project will be not less than the Egyptian Pound equivalent of Twenty-One Million U.S. Dollars (\$21,000,000) including:

(a) The Egyptian Pound equivalent of Six Million U.S.Dollars (\$6,000,000) for maintenance of sub-projects under the Basic Village Services Program as required under Section 4.3 (a), below; and

(b) The Egyptian Pound equivalent of Fifteen Million U.S. Dollars (\$15,000,000) to be borne on an "in kind" basis.

¹ 75 Stat. 424; 22 U.S.C. § 2151.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is August 31, 1985, or such other date as the parties may agree to in writing, is the date by which the parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance of commitment documents under this Agreement, except with respect to goods or services to be procured or arranged directly by A.I.D., the Grantee shall furnish, except as the Parties may otherwise agree in writing, in form and substance satisfactory to A.I.D.:

(a) A statement of the names of persons authorized to act as the representatives of the Grantee together with a specimen signature of each person specified in such statement;

(b) Such other documentation and information as A.I.D. may reasonably require.

SECTION 4.2. First Disbursement for Sub-project Costs. Prior to the first disbursement of funds by A.I.D. for the purpose of financing sub-project costs, the Grantee shall furnish, except as the Parties may otherwise agree in writing, in form and substance satisfactory to A.I.D.:

(a) Evidence of the establishment of a special account by each governorate participating in this Project that will be used to pay costs of maintaining sub-projects financed under the Basic Village Services Program together with a written statement of the procedures and criteria which will be applied to disbursements from such accounts.

SECTION 4.3. Subsequent Disbursement for Sub-project Costs.

Prior to each disbursement of funds by A.I.D. for the purpose of financing sub-project costs, the Grantee shall furnish, except as the Parties may otherwise agree in writing, in form and substance satisfactory to A.I.D.:

(a) Evidence that funds in an amount equal to 10% of each A.I.D. disbursement have been deposited in special accounts for the purpose of maintaining sub-projects under the Basic Village Services Program.

(b) Such other Documentation and Information as A.I.D. may reasonably require.

SECTION 4.4. Notification. When A.I.D. has determined that the Conditions Precedent specified in Sections 4.1, 4.2 and 4.3 have been met, it will promptly notify the Grantee.

SECTION 4.5. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this Agreement or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Project Implementation. The Grantee shall:

(1) Carry out the Project with due diligence and efficiency and in conformity with sound engineering, construction, financial, administrative and other professional practices.

(2) Cause the Project to be carried out in conformance with all the plans and specifications, including all modifications therein approved by A.I.D. pursuant to the Agreement, and shall provide, on a timely basis, necessary local currency and in-kind support as specified in this Agreement and its annexes.

SECTION 5.3. Cooperation of the Parties. The Grantee shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. The Grantee and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance of the consultants, contractors and suppliers engaged on the Project and other matters related to the Project.

SECTION 5.4. Continuation of Interagency Committee. The Grantee shall continue to maintain and operate the Interagency Committee for Basic Village Services (IAC/BVS) with such authorities and responsibilities as are required to enable it to continue as the entity responsible for coordination of the activities financed under the Basic Village Services Program.

SECTION 5.5. Project Staffing. The Grantee will take appropriate steps to assure that village councils and the Governorates assign sufficient specific staff members to the Project for purposes of carrying out the Basic Village Services Program.

SECTION 5.6. Environment. The Grantee agrees to establish a formal procedure acceptable to A.I.D. which will ensure that environmental considerations are taken into account by the project

evaluation committee prior to the funding of each sub-project financed under this Grant.

SECTION 5.7. Sub-project Refunds. In the event either the Grantee or A.I.D. determines that any amount of sub-project funds have not been utilized in accordance with the terms and conditions of this Agreement, the Grantee will secure or cause to be secured a reimbursement of such funds from the appropriate Governorate Authority and shall deposit the proceeds of such refunds in an account or accounts for future sub-project disbursements, or for refund to A.I.D. as A.I.D. may determine, and the Grantee agrees to establish a formal procedure acceptable to A.I.D. which will ensure that such refunds are obtained and used in accordance with this Covenant.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into

for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency

Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 7.4. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the parties may agree to in writing.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy
8, Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

To the Implementing Organization

ORDEV
Lazoghli Square
Cairo, Egypt

All such communications will be in English or Arabic, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual

holding or acting in the office of Minister of Economy and A.I.D. will be represented by the individual holding or acting in the Office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached and forms part of this Agreement.^[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : A. Meguid

NAME : Dr. Abdel Razak Abdel Meguid

TITLE: Deputy Prime Minister for
Economic and Financial
Affairs & Minister of
Planning, Finance & Economy

UNITED STATES OF AMERICA

BY : Alfred L. Atherton, Jr.

NAME : Alfred L. Atherton, Jr.

TITLE: American Ambassador

¹See footnote 1, p. 2419.

ANNEX 1PROJECT DESCRIPTION

General The purpose of the Project is to improve and expand a continuing capacity in governorates and villages to plan, manage, finance, implement and maintain locally chosen infrastructure projects. The Project is intended to support the Government of Egypt decentralization policy and to respond to the need for basic village services and rural infrastructure. This project shall be integrated with the ongoing PL 480-Title III Project for Basic Village Services under which funds are being used to finance rural infrastructure, or basic village services, chosen and implemented by village councils.

Experience under the Title III program has shown that while village councils have varying degrees of capacity to carry out rural infrastructure projects, there is need to build additional capacity at the governorate, markaz and village level in rural works management, financial analysis, planning, engineering design, environmental analysis and evaluation. Accordingly, this Project shall expand the Title III program and add a capacity building feature to the activity.

Integration of these two Projects will be undertaken to provide uniform project operation and standards, and extend the capacity building feature through a sustained, phased project cycle.

To assure integration of the two projects, the established project management and administrative features of the Title III Program activity will be incorporated into this Project. Second, the technical assistance activity funded under this Project will provide for oversight to assure coordination and generate a continual evaluative factor which will indicate where changes are required as a result of an expansion of the original activity funded under the Title III Program.

Use of Project Funds Project funds will be utilized to finance locally selected infrastructure projects, long term technical advisory services, training, research, and evaluation. Technical advisory services will be provided by U.S. and Egyptian advisors in management, planning, local finance, training, engineering design and environmental analysis. Training in Egypt, the U.S. and other selected countries will be provided to governorate, markaz and village level personnel and, as required, to a limited number of central ORDEV personnel.

Project funds will also be utilized to fund a major life-of-project evaluation system which will be designed under a special contract and carried out mainly by governorate level officials who will receive special training in evaluation. Included in the evaluation contract will be funding for special policy studies, conferences and publications.

Government of Egypt Contribution to the Project

The Government of Egypt will contribute required Project personnel in the Organization for the Reconstruction and Development of the Egyptian Village (ORDEV), the governorates, markazes and villages plus indirect sub-project costs, such as design, right of way acquisition, and construction costs exceeding the availability of Project funds. In addition, the Government of Egypt will provide through the governorates 10% of the construction costs for maintenance of the sub-projects.

Project Implementation

The already established Interagency Committee for Basic Village Services, chaired by the General Director of ORDEV and consisting of representatives from ORDEV and the Ministries of Planning, Economy, Finance and Agriculture, will serve as the

Project coordinating group. Through ORDEV, the Committee will certify governorates as participants in the program, issue general guidelines, approve the issuance of manuals and training handbooks in the name of the Project, review progress, make general inspections and approve the issuance of project evaluations. Within A.I.D. there will be a U.S. direct hire project manager who will be assisted by a committee drawn from various A.I.D. technical offices.

The procedures for such project development and execution will essentially be those now in operation under Title III Program with the addition of the maintenance requirement. The villages will choose sub-projects and submit their choices to the governorates for review and incorporation in governorate-wide plans. These will in turn be submitted to ORDEV and the Interagency Committee who will review sub-projects for adherence to eligibility criteria. When annual implementation plans are approved for each of the designated governorates, A.I.D., upon verification that the 10% maintenance fund has been established, will provide the appropriate funds to be deposited to the account of ORDEV at the Central Bank of Egypt. ORDEV in turn will allocate the funds for the approved sub-projects to the governorates. The individual governorates will be

responsible for implementation of the approved sub-projects which will be executed directly by village councils. Each governorate will disburse the funds to the appropriate village councils. The village officials will execute the approved sub-projects largely through contract, make necessary subproject disbursements and certify completion to the governorate. Technical skills not available in the village councils will be provided by either the district or the governorate.

Field offices of central technical ministries will assist in selection, design and technical inspections to the extent feasible. A.I.D. will participate in technical aspects of the project through the use of contract engineering services for technical upgrading of local skills, preliminary examination of project proposals, and post-construction inspections.

Subsequent disbursements to individual governorates after the first year's allocation will be contingent upon satisfactory progress in implementation of the approved plan. If a governorate or village within a governorate fails to perform satisfactorily or if funds accumulate excessively in governorate or village accounts, compensatory deductions will be made from follow-on financing.

Sub-project criteria

Criteria for selection of sub-projects, and procedures to be followed in establishing and maintaining accounts and in procurement of goods and services will remain the same as those established and agreed upon under the Title III Program.

First, these require that sub-projects must be:

a) essentially public in nature and ownership; b) highly visible; and c) accessible to all or almost all of the population within the territory of the public unit which owns them.

Secondly, eligible costs shall be limited to one time capital costs for permanent equipment, installation and labor costs and primary maintenance equipment. Recurring costs or costs of equipment or vehicles such as trucks, tractors, road graders are not eligible.

The types of construction which may be undertaken include potable water systems, feeder roads, small canal systems, sanitary drainage, pilot energy activities and other basic village services.

Project Accounting

The procedures followed by governorates and villages for the establishment and maintenance of sub-project accounts, detailed by

the Interagency Committee in November, 1979 shall be followed under this Project. They provide that each governorate shall deposit its allocation in a special account at the governorate level and immediately thereafter issue and transmit checks for the appropriate amounts to village councils for approved sub-projects. The governorates will notify ORDEV when these actions are completed. The village councils shall deposit the funds in a special account for the Basic Village Service (BVS) Project in a village bank and notify the governorate that the deposit has been made. The governorate shall then so notify ORDEV. Funds may not be transferred from the special account to any other account, nor may they be used for any purpose other than the approved sub-projects. Accounting for the funds is done according to Government of Egypt financial regulations. Financial reports shall be provided on a monthly basis to the governorate which shall consolidate them and transmit reports to ORDEV and the Interagency Committee.

Procurement Rules

Contracts denominated in Egyptian Pounds for procurement of goods and services required for sub-projects financed under the Grant shall be made in accordance with Egyptian regulations as described in the official Government of Egypt manual " Government

Procurement, Tenders and Bids Regulations", which applies generally to procurement by any Egyptian government entity. Other procurements shall be made in accordance with such procedures as A.I.D. may prescribe.

The Interagency Committee, through ORDEV, shall make such arrangements as are necessary to assure that procurements for sub-projects shall be carried out in accordance with the source and origin rules, set forth in the Grant Agreement.

Project Supervision

Monitoring, auditing and routine evaluation of the BVS program will be carried out by U.S. and Egyptian personnel in order to attempt to identify and remedy problems in project implementation, establish adequate audit provisions and measure performance and progress toward Project objectives.

End of Project Status

USAID, ORDEV and the Interagency Committee anticipate that certain conditions will exist at the end of the implementation period which will indicate the Project purpose has been achieved.

First, governorates and villages will be undertaking basic village service projects with less reliance on central government assistance.

Second, there will have been an increase in project completions over the period before this Project and quicker project approvals and executions.

Third, planning for rural infrastructure and other public projects will reflect analysis of needs based on economic, financial, environmental and future growth considerations.

Fourth, the quality of maintenance of completed sub-projects will be demonstrably rising.

In addition to the above, representing direct results of project operation, it is expected that special policy studies examining the effects of decentralization within the context of project activities and a major evaluation designed to measure the performance consequences of policy, budgetary and administrative decentralization will have been carried out.

Project Financing

Financing of the Project will be jointly provided by A.I.D. and the Government of Egypt. The anticipated categories and levels of Project expenditures are set forth in the Illustrative Project Financial Plan in Attachment 1 to this Annex 1

Attachment 1 to ANNEX 1

Illustrative Project Financial Plan
(US \$000)
BASIC Village Services

Source	FX	AID	LC	GOE	Title III	TOTAL
				LC	LC	
Use:						
Sub-project Construction--rural water works, feeder roads, small scale drainage improvement, canal cleaning and repair, etc.			60,000		75,000	135,000
Indirect Sub-project Costs--land acquisition, eng. design, contract administration				10,000		10,000
Infrastructure Maintenance Fund				6,000		6,000
Technical Assistance (TA) Contract Teams--project operation, evaluation, tax consult.	3,000		3,100			6,100
Training--U.S.	1,425					1,425
Training--In-country (facilities and support)				3,000		3,000
PRODEV/Government/Villages Staffing Support				2,000		2,000
Inflation (25%) (TA and Training components only)	1,100		775			1,875
Contingency	352		248			600
TOTAL	5,877*		64,123*	21,000	75,000**	166,000

* Funded under this Project
** Funded under the separate Title III Agreement
[Footnotes in the original.]

NEPAL

Rural Health and Family Planning Services

***Agreement signed at Kathmandu August 31, 1980;
Entered into force August 31, 1980.***

A.I.D. Project Number 367-0135

PROJECT GRANT AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL

and the

UNITED STATES OF AMERICA

for

INTEGRATED RURAL HEALTH/FAMILY PLANNING SERVICES

Dated: August 31, 1980

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¹ Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Project No. 367-0135

Project Grant Agreement

Dated: August 31, 1980

Between

His Majesty's Government of Nepal (hereinafter referred to as
"HMG/N")

And

The United States of America, acting through the Agency for
International Development (hereinafter referred to as "A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings
of the Parties named above with respect to the undertaking by the
Parties of the Project and with respect to the financing of the Project
by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further
described in Annex 1, will improve the overall managerial capacity of
HMG/N, Ministry of Health and integrate several distinct, ongoing health
and family planning activities under one administrative/management
organization. Additionally the project will assist in expanding the
health delivery and family planning services to a larger segment of the
rural population.

SECTION 2.2. Annex 1. Annex 1, attached herewith amplifies the
above definition of the Project. Within the limits of the above

definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

SECTION 2.3. Incremental Nature of Project.

(a) The Parties' contributions to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to the Parties for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the HMG/N, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3: Financing.

SECTION 3.1. The Grant. To assist HMG/N to meet the costs of carrying out the Project, A.I.D., plans to provide thirty four million two hundred thousand United States (U.S.) Dollars (\$34,200,000) over the life of the project, subject to the availability of funds and to the mutual agreement of the Parties, at the time of subsequent increments, to proceed. As the first increment, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended,^[1] agrees to grant HMG/N under the terms

¹ 75 Stat. 424; 22 U.S.C. § 2151.

of this Agreement not to exceed four million eight hundred thousand United States (U.S.) Dollars (\$4,800,000) (hereinafter referred to as "Grant"). The grant may be used to finance foreign exchange costs, as defined in Section 6.1. and local currency costs, as defined in Section 6.2., of goods and services required for the Project.

SECTION 3.2. HMG/N Resources for the Project

(a) HMG/N agrees to provide or cause to be provided for the Project, in addition to the Grant, the other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by HMG/N over the life of the project in the health sector, including costs borne on an "in-kind" basis, are planned to be the equivalent of approximately seventy million one hundred fifteen thousand U.S. Dollars (\$70,115,000), subject to the availability of funds and to the mutual agreement of the Parties, at the time of subsequent increments, to proceed.

As the first increment, HMG/N agrees to provide the equivalent of approximately fourteen million six hundred ninety seven thousand U.S. Dollars (\$14,697,000) for the project.

SECTION 3.3. Project Assistance Completion Date

(a) The "Project Assistance Completion Date" hereinafter referred to as "PACD", which is September 30, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties expect that all services financed under the Grant will have been performed and

all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize release of the Grant for services performed subsequent to the PACD or for goods furnished for the project, as contemplated in this Agreement, subsequent to PACD.

(c) Requests for release, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D., or any bank described in Section 7.1., below, no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., after consultation with HMG/N, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for release, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Release

SECTION 4.1. Release. Prior to the first release under the Grant, or to the issuance by A.I.D. of documentation pursuant to which release will be made, HMG/N will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to the Parties:

(a) An opinion of the Ministry of Finance that this Agreement has been duly authorized, and executed on behalf of HMG/N and that it constitutes a valid and legally binding obligations of HMG/N;

(b) A statement of the name of the person holding or acting in the office of HMG/N specified in Section 8.2., and of any additional representatives, together with a specimen signature of each person specified in such statement; and

(c) A standardized acceptance form to be completed by all acceptors of Voluntary Surgical Contraception financed in whole or part by A.I.D. funds.

SECTION 4.2 Program Review

HMG/N expects to take appropriate measures to further develop the management capability within the organization of the Health Ministry in order to effectively administer and implement this project and rural health services in Nepal. Not later than one year after the date of this Agreement the parties shall, in the light of HMG/N's Organizational Plan for this project, review for subsequent releases under the Grant.

SECTION 4.3 Release for the Procurement of Insecticides. In addition to the requirements of sections 4.1 and 4.2, prior to the release under the Grant or to issuance by A.I.D. of documentation pursuant to which release will be made for the procurement of insecticides, HMG/N will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. a plan of operation for insecticide management approved by HMG/N and WHO, designed to insure appropriate safety measures in the handling of insecticides.

SECTION 4.4 Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1, Section 4.2. and Section 4.3. have been met, it will promptly notify HMG/N.

SECTION 4.5. Terminal Dates for Conditions Precedent.

(a) If all of the conditions specified in Section 4.1. have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to HMG/N.

(b) If the condition specified in Section 4.2. has not been met within 365 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D. at its option, may cancel the then unreleased balance of the Grant, to the extent not irrevocally committed to third parties, and may terminate this Agreement by written notice to HMG/N.

(c) If the condition specified in Section 4.3. has not been met within 240 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D. at its option, may cancel the then unreleased balance of the Grant, to the extent not irrevocally committed to third parties, and may terminate this Agreement by written notice to HMG/N.

Article 5: Covenants

SECTION 5.1. Project Personnel. HMG/N covenants to establish sufficient positions and to provide all necessary qualified personnel to support and implement the Project activities on schedule.

SECTION 5.2. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the parties otherwise

agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

- (a) evaluation of progress toward attainment of the objectives of the Project;
- (b) identification and evaluation of problem areas of constraints which may inhibit such attainment;
- (c) assessment of how such information may be used to help overcome such problems; and
- (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.3. Pharmaceutical Assistance. HMG/N covenants to make provision for assistance to the Royal Drug Ltd. during the life of the project to permit it to supply appropriate pharmaceuticals needed for the Project.

SECTION 5.4. Safety Measures. HMG/N covenants to take appropriate safety measures in the handling of insecticides.

SECTION 5.5. Participant Training. HMG/N covenants that, except under most unusual circumstances, all long-term and short-term participants receiving education in the United States under this Project will, upon return to Nepal, remain in the position for which this training is received for a minimum period of two years in order that the skills acquired as a result of the training may be fully utilized.

SECTION 5.6. Restriction on Abortion and Motivation. No portion of A.I.D. grant proceeds will be used to pay for motivation fees for abortions or sterilizations or to pay for the performance of abortions as a method of family planning or for any materials, equipment or activity in support of such abortions. Nor will any portion of the grant be used in support of a program that motivates or coerces any person to practice or undergo such abortions.

SECTION 5.7. Voluntary Surgical Contraception. All family planning services, including sterilization, will be provided on a strictly voluntary basis. No portion of the grant will be used to pay for the performance of involuntary sterilizations as a method of family planning or for any materials, equipment or activity in support of such sterilizations. Nor will any portion of the grant be used in support of a voluntary sterilization program that includes coercion or an incentive in favor of sterilization over other methods of family planning.

SECTION 5.8. Voluntary Surgical Contraception Payments. HMG/N agrees that, except as the parties may otherwise agree in writing, within 12 months from the date of this agreement it will implement a payment system satisfactory to the parties, other than on a per case basis, for services of those providing voluntary surgical contraception.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Releases pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required

for the Project having their source and origin in the countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services ("Foreign Exchange Costs"), except as provided in the Project Grant Standard Provisions Annex, Section C.1. (b) with respect to marine insurance. Ocean transportation costs will be financed under the Grant only on vessels under flag registry of the United States or HMG/N except as AID may otherwise agree in writing.

SECTION 6.2. Local Currency Costs. Releases pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Nepal ("Local Currency Costs").

Article 7: Release

SECTION 7.1. Release for Foreign Exchange Costs

(a) After satisfaction of conditions precedent, HMG/N may obtain releases of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on HMG/N's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. Banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by HMG/N in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless HMG/N instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Release for Local Currency Costs

(a) After satisfaction of conditions precedent, HMG/N may obtain releases of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such releases may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase.

The U.S. dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b) above, the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Release. Releases of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2., if funds provided under the Grant are introduced into Nepal by A.I.D. or on behalf of A.I.D. by any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, HMG/N will make such arrangement as may be necessary so that such funds may be converted into currency of Nepal at the official rate of exchange which, at the time the conversion is made, is not unlawful in Nepal.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following addresses:

To HMG/N:

Mail and Cable Address:

For Ministry of Finance

Joint Secretary
Foreign Aid & Programming Division
Ministry of Finance
His Majesty's Government
Babar Mahal
Kathmandu, Nepal

To A.I.D.:

Mail and Cable Address:

Director
U.S. Agency for International Development
c/o, American Embassy
Kathmandu, Nepal

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

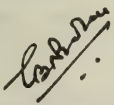
SECTION 8.2. Representatives. For purposes of implementing this Agreement, HMG/N will be represented by the Secretary or Joint Secretary, Ministry of Finance and A.I.D. will be represented by the Director, USAID/Nepal, each of whom by written notice, may designate additional representatives. The names of the representatives of HMG/N, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex 2. A Project Grant Standard Provisions Annex 2^[1] is attached to and forms part of this Agreement.

IN WITNESS WHEREOF, His Majesty's Government of Nepal and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

On Behalf of His Majesty's Government
of Nepal

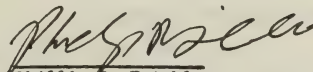
BY:


Goraksha Bahadur Nhuchhe Pradhan

TITLE: Secretary, Ministry of Finance

On Behalf of The United States
of America

BY:


Phillip R. Trimble

TITLE: Ambassador

¹See footnote 1, p. 2447.

ANNEX 11. Project Description

The project will improve the overall managerial capacity of HMG/N, Ministry of Health and integrate several distinct, ongoing health and family planning activities under one administrative/management organization. Additionally the project will assist in expanding the health delivery and family planning services to a larger segment of the rural population.

Support will be provided with technical assistance, participant training, commodities, construction assistance and local cost support to the Ministry of Health. Assistance will be targetted against areas of Nepal's long-term health plan which requires foreign assistance. Support will be coordinated through the Ministry of Health, Office of the Secretary of Health.

The areas to be supported are essentially (1) management and planning, (2) delivery of rural health services, (3) delivery of family planning services, (4) training and health education and (5) community participation in health services. The following are examples of how each area will be supported.

1. Management and planning will be supported by:

- (a) Technical assistance (approximately 200 person months of long-term assistance and 30 person months of short-term assistance);
- (b) Strengthening the Health Planning Unit of the Ministry of Health;

- (c) Participant training; and
 - (d) Special field operation studies.
2. Delivery of rural health services will be strengthened and expanded by:
- (a) Strengthened central offices and expansion of the Integrated Community Health Project (ICHP) to approximately 48 districts;
 - (b) Renovation and construction of Rural Health Facilities;
 - (c) Procurement of drugs for rural health use;
 - (d) Strengthened logistical management within the Ministry of Health;
 - (e) Construction of three regional warehouses;
 - (f) Improvement of the "cold chain" capability for an expanded immunization program;
 - (g) Local cost training and administrative support for rural facilities and village Health workers; and
 - (h) Provision of commodities and technical assistance for the malaria control program.
3. Delivery of family planning services will continue to be expanded and improved by:
- (a) Expansion of ongoing activities including Panchayat-based health worker programs and voluntary surgical contraception (both hospital and camp-based);

- (b) Expansion of improved family planning services throughout Nepal through both the integrated and non-integrated programs; and
- (c) Continued provision of contraceptive commodities.

4. Training and health education will be supported by:

- (a) Non-academic paramedical manpower training programs;
- (b) Institutionalization of the routine refresher training program for field staff;
- (c) Improvement of the planning, support, and implementation of the training process;
- (d) Provision of basic health education materials; and
- (e) U.S. and third-country participant training programs.

5. Community participation in health services will be supported by:

- (a) Assistance with the encouragement of local participation in the development of community health services programs;
- (b) Establishment of supply, reporting and supervision/retraining linkages at the community level; and
- (c) Establishment of an community evaluation mechanism.

II. Project Budget

The major project inputs, consisting of long-term advisors, short-term consultants, participant training, medical supplies, equipment, insecticides

for malaria, construction component and local cost support to rural health programs, totaling an estimated \$143,376,900, including inflation and contingency factors. A.I.D. will provide approximately \$34,200,000 including inflation and contingency factors and HMG/N's contribution will be approximately \$70,115,000 in 1980 prices. It should be noted that, as stated in Section 2.2. of the Grant Agreement, AID's contribution is provided in increments and the provision of subsequent increment is subject to the availability of funds for this purpose and subject to the agreement of the parties, at such time, to proceed.

Under this project, HMG/N and AID officials will meet annually to review the project budgets directly covered under this agreement and to determine the appropriate level of AID and HMG/N support for budget areas directly affecting the success of the project.

1. Technical Assistance: Five long-term advisors for approximately 222 person months, costing approximately \$2,405,000 (FX \$2,164,000 and LC \$240,400) are required to implement the project. The long term occupational specialists will consist of a health management advisor and an expert in management and logistics. These two technicians will arrive in Nepal in January, 1981 and remain until the project is completed in September 1985, totaling 114 months. The other three advisors are projected to start in January 1981 and to remain for three years (December 1983), totaling 108 months. These advisors will have extensive experience

in three areas, health education, health planning and family planning services. Complementing and supporting the five long-term advisors will be about 34 person months of short-term consultants, averaging two consultants per year for three or four months for each consultant. Estimated cost for this activity is \$382,000, consisting of about \$10,500 per month plus travel expenses. HMG/N will contribute approximately \$20,000 per year to support the contractor.

2. Participant Training: \$544,500 is estimated for 15 long-term participants to obtain graduate degrees in the United States; specifically Masters of Public Health and Masters of Science. The training will average 18 months for each participant, concentrating in the fields of health administration, family planning, training administration, logistics management, epidemiology, health planning, entomology and finance/business administration. In addition, 18 short-term (3 months each) participants will be financed for training in similar disciplines in the United States, with an estimated cost of \$243,000. Finally, 80 short-term (averaging 2 months each) participants will be sent to countries in Asia for training, totaling about \$216,000. HMG/N's contribution will average \$65,000 per year, consisting of participant salaries and a portion of air travel expenses.

3. Commodities: Medical supplies, Malaria insecticides, equipment, materials and vehicles are the main commodities required for the project. Locally mixed and packaged drugs will be purchased by the Ministry of Health for distribution to rural health posts. Each post will receive an

annual supply of drugs valued at approximately \$460 per post, budgeted total of \$1,686,000 during the life of the project. HMG/N will virtually equal this input by providing an estimated \$1,595,000 worth of drugs to the rural areas. A.I.D. will also contribute approximately \$4,200,000 for contraceptives.

Malaria insecticides (Malathion and/or DDT) will be ordered in the year prior to actual use, with A.I.D. purchasing an estimated \$4.6 million of insecticides compared to \$11.8 million to be purchased by HMG/N. A.I.D.'s funds will be available to HMG/N through a letter of commitment issued to U.S. bank, with HMG/N Ministry of Finance or Health the approved applicant. Following A.I.D.'s review and approval of the supplier's bids for contracts to provide the insecticides, HMG/N will request the U.S. bank to open letters of credit to the U.S. supplier.

A.I.D. will continue supporting Voluntary Surgical Contraception (VSC) Centers by equipping fourteen new centers with furniture, instruments, materials and 5 KW generators. Estimated cost per VSC center of the goods is \$11,950 (including freight) and the estimated cost of the generators (U.S. source and origin) is \$1,820, including freight and insurance. Each VSC Center will receive equipment valued at approximately \$13,770 or an estimated \$192,780 for the fourteen centers.

A.I.D. will finance the procurement of assorted equipment and materials with an estimated cost of \$1,291,200. These items vary from

TIAS 9852

calculators and typewriters for the District Health Offices and Health Posts, to office equipment for the Ministry of Health's planning office, and refrigerators for the District Health offices. Four diesel trucks will be purchased for the three regional warehouses and one four-wheel-drive diesel vehicle will be purchased for the supervisor of construction activities.

4. Construction: A.I.D. will budget \$1,939,000 to design, supervise and construct 2 rural health centers, 3 regional warehouses, 10 health posts and to rehabilitate 20 existing health post. Building costs, based on recent experience of constructing similar type structures, average 250 rupees/sq. ft. (U.S. \$20.00).

5. Support to Rural Health Operations: A.I.D.'s budget for this component of the project is estimated at \$6.8 million, representing 7 percent of HMG/N's health budget for HMG/N's 6th Five Year Plan (1980/81 - 1984/85). In comparison, HMG/N will provide about \$56.3 million to this element of the project.

After the project is completed (September 1985), recurring project costs for rural medical services will average approximately \$18.3 million annually. HMG/N's recurrent budget will allocate sufficient funds to adequately operate and maintain the level of health services developed by A.I.D. and HMG/N under the project.

This financial analysis and plan reflects current itemized cost for the project's inputs. Project costs include an annual compounded 12 percent inflation rate and a contingency factor of 10 percent.

Part III. Evaluation

A project monitoring system will be designed to provide project management with accurate and timely data which will evaluate day to day operations of the project. Data gathered from this monitoring system will be coordinated with data gathered by other donors and by other HMG/N sources. HMG/N will provide A.I.D. with monthly, a semi-annual and annual evaluation reports and other reports of the Ministry of Health concerning the project. There will be two major reviews during the life of the projects. A mid-term evaluation, approximately 2½ years after the project starts, and a terminal evaluation during the 5th year of project implementation starting approximately November 1984. These evaluations will assess the effectiveness and efficiency in attaining the project's stated goals.

The mid-term review will be conducted by HMG/N with A.I.D. participation and the terminal evaluation will be conducted by A.I.D. with HMG/N participation. Both HMG/N and A.I.D. will try to secure the participation of external experts in the mid-term evaluation team. If that is not possible, A.I.D. will attempt to conduct a separate evaluation at mid-term using the services of external experts, as needed.

JAPAN

Cooperation in Environmental Protection

Agreement amending and extending the agreement of August 5, 1975.

Effected by exchange of notes

Signed at Tokyo August 5, 1980;

Entered into force August 5, 1980.

ものを当事者として行うことができる。

本大臣は、閣下が前記の了解をアメリカ合衆国政府に代わつて確認されれば幸いであります。

この書簡は、日本語及び英語により作成しました。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

千九百八十年八月五日に東京で

日本国外務大臣

河東正義

アメリカ合衆国特命全権大使

マイケル・J・マンスフィールド閣下

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、千九百七十五年八月五日にワシントンで署名された環境の保護の分野における協力に関する日本国政府とアメリカ合衆国政府との間の協定（以下「協定」という。）に言及する光栄を有します。本大臣は、更に、両政府の代表者の間で最近到達した次の了解を日本国政府に代わつて確認する光栄を有します。

1 2の規定によつて改正された協定は、千九百八十年八月五日から五年間延長される。

2 協定第四条を次のように改める。

第四条

この協定に基づく特定の協力活動の細目及び手続を定める実施取極は、両政府又は両政府の機関のいずれか適当な

English Text of the Japanese Note

Tokyo, August 5, 1980

Excellency,

I have the honor to refer to the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in the Field of Environmental Protection (hereinafter referred to as "the Agreement"), signed at Washington on August 5, 1975.¹ I have further the honor to confirm, on behalf of the Government of Japan, the following understanding reached recently between the representatives of the two Governments:

1. The Agreement, as amended by the provisions of paragraph 2 below, shall be extended for a period of five years from August 5, 1980.
2. Article 4 of the Agreement shall be deleted and replaced by the following:

"Article 4

Implementing arrangements setting forth the details and procedures of the specific cooperative activities under this Agreement may be made between the two Governments or their agencies, whichever is appropriate."

I shall be grateful if Your Excellency would be good enough to confirm, on behalf of

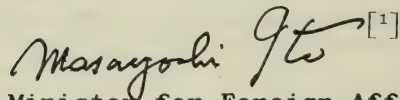
His Excellency
Michael J. Mansfield
Ambassador Extraordinary
and Plenipotentiary of
the United States of America

¹ TIAS 8172; 26 UST 2534.

the Government of the United States of America,
the foregoing understanding.

This Note is done in the Japanese and
English languages.

I avail myself of this opportunity to renew
to Your Excellency the assurance of my highest
consideration.

^[1]

Minister for Foreign Affairs
of Japan

¹ Masayoshi Ito.

*The American Ambassador to the Japanese Minister for Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

Tokyo, August 5, 1980

No. 724

Excellency,

I have the honor to acknowledge the receipt of
Your Excellency's Note of today's date, which reads
as follows:

"I have the honor to refer to the Agreement
between the Government of Japan and the Government
of the United States of America on Cooperation
in the Field of Environmental Protection (here-
inafter referred to as "the Agreement"), signed
at Washington on August 5, 1975. I have further
the honor to confirm, on behalf of the Govern-
ment of Japan, the following understanding
reached recently between the representatives of
the two Governments:

1. The Agreement, as amended by the pro-
visions of paragraph 2 below, shall be extended
for a period of five years from August 5, 1980.

His Excellency

Masayoshi Ito,

Minister for Foreign Affairs

of Japan

2. Article 4 of the Agreement shall be deleted and replaced by the following:

"Article 4

Implementing arrangements setting forth the details and procedures of the specific cooperative activities under this Agreement may be made between the two Governments or their agencies, whichever is appropriate."

I shall be grateful if Your Excellency would be good enough to confirm, on behalf of the Government of the United States of America, the foregoing understanding.

This Note is done in the Japanese and English languages."

I have further the honor to confirm, on behalf of the Government of the United States of America, the foregoing understanding.

This Note is done in the English and Japanese languages.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Michael J. Mansfield

CANADA

Sockeye and Pink Salmon Fisheries

***Protocol amending the convention of May 26, 1930, as amended;
Signed at Washington February 24, 1977;***

***Transmitted by the President of the United States of America
to the Senate March 31, 1977 (S. Ex. G, 95th Cong., 1st
Sess.);***

***Reported favorably by the Senate Committee on Foreign Relations
February 19, 1980 (S. Ex. Rep. No. 96-28, 96th Cong., 2d
Sess.);***

***Advice and consent to ratification by the Senate March 20, 1980;
Ratified by the President March 31, 1980;***

Ratified by Canada June 23, 1980;

Ratifications exchanged at Ottawa October 15, 1980.

Proclaimed by the President November 11, 1980;

Entered into force October 15, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol between the Government of the United States of America and the Government of Canada, to Amend the Convention for the Protection, Preservation, and Extension of the Sockeye Salmon Fisheries in the Fraser River System, as Amended, signed at Washington on February 24, 1977, the text of which Protocol, in the English and French languages, is hereto annexed;

The Senate of the United States of America by its resolution of March 20, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The Protocol was ratified by the President of the United States of America on March 31, 1980, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of Canada;

It is provided in Article II of the Protocol that the Protocol shall come into force on the day of the exchange of instruments of ratification;

The instruments of ratification of the Protocol were exchanged at Ottawa on October 15, 1980; and accordingly the Protocol entered into force on October 15, 1980;

Now, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Protocol, to the end that it be observed and fulfilled with good faith on and after October 15, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eleventh day of November
in the year of our Lord one thousand nine hundred
[SEAL] eighty and of the Independence of the United States of
America the two hundred fifth.

JIMMY CARTER

By the President:

EDMUND S. MUSKIE

Secretary of State

PROTOCOL BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF CANADA
TO AMEND THE CONVENTION FOR THE PROTECTION,
PRESERVATION AND EXTENSION OF
THE SOCKEYE SALMON FISHERIES IN
THE FRASER RIVER SYSTEM, AS AMENDED

The Government of the United States of America and the Government of Canada, parties to the Convention for the Protection, Preservation and Extension of the Sockeye Salmon Fisheries in the Fraser River System signed at Washington on May 26, 1930, and to the Protocol signed at Ottawa, December 28, 1956,^[1] amending the aforesaid Convention,

Have agreed as follows:

¹ TS 918, TIAS 3867; 50 Stat. 1355; 8 UST 1057.

ARTICLE I

Paragraph 3 of the understandings stipulated in the Protocol of Exchange of Ratifications signed at Washington on July 28, 1937, and amended by the Protocol signed at Ottawa on December 28, 1956, amending the Convention for the Protection, Preservation and Extension of the Sockeye Salmon Fisheries in the Fraser River System, signed at Washington on May 26, 1930, shall be further amended to read as follows:

"That the Commission shall set up an Advisory Committee composed of seven persons from each country who shall be representatives of the various branches of the industry, including, but not limited to, purse seine, gill net, troll, sport fishing and processing, which Advisory Committee shall be invited to all non-executive meetings of the Commission and shall be given full opportunity to examine and to be heard on all proposed orders, regulations, or recommendations."

ARTICLE II

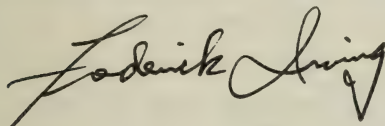
The present Protocol shall be subject to ratification and the exchange of the instruments of ratification shall take place in Ottawa as soon as possible. This Protocol shall come into force on the day of the exchange of instruments of ratification.^[1]

¹ Oct. 15, 1980.

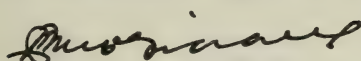
IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Protocol.

DONE in duplicate, in the English and French languages, both equally authentic, at Washington this twenty-fourth day of February, 1977.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 ^[1]

FOR THE GOVERNMENT OF CANADA:

 ^[2]

¹ Frederick Irving.

² J. Russell McKinney.

PROTOCOLE ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT DU CANADA
EN VUE DE MODIFIER LA CONVENTION MODIFIEE
POUR LA PROTECTION, LA CONSERVATION ET
L'EXTENSION DES PECHERIES DU SAUMON SOCKEYE
DANS LE FLEUVE FRASER ET SES TRIBUTAIRES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada, parties à la Convention pour la protection, la conservation et l'extension des pêcheries du saumon sockeye dans le fleuve Fraser et ses tributaires signée à Washington le 26 mai 1930 et au Protocole modifiant la Convention susmentionnée signé à Ottawa le 28 décembre 1956,

Sont convenus de ce qui suit:

ARTICLE I

Le paragraphe 3 de l'engagement stipulé dans le Protocole d'échange des ratifications signé à Washington le 28 juillet 1937, paragraphe qui a été modifié par le Protocole, signé à Ottawa le 28 décembre 1956, modifiant la Convention pour la protection, la conservation et l'extension des pêcheries du saumon sockeye dans le fleuve Fraser et ses tributaires, signé à Washington le 26 mai 1930, est de nouveau modifié de manière à se lire comme il suit:

"La Commission doit établir un comité consultatif composé de sept personnes de chaque pays, représentant les divers secteurs de l'industrie, y compris, la pêche à la senne à poche, la pêche au filet, la pêche à la cuiller, la pêche sportive et le traitement du poisson, mais sans y être limitées. Ce comité consultatif doit être invité à toutes les réunions de la Commission sans caractère exécutif, et on doit lui fournir l'occasion voulue d'examiner tous les projets d'ordonnances, de règlements ou de recommandations envisagés, et de se faire entendre à leur égard."

ARTICLE II

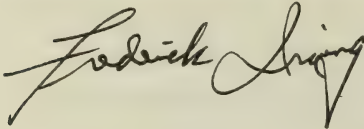
Le présent Protocole doit être ratifié, et l'échange des instruments de ratification doit avoir lieu à Ottawa aussitôt que possible. Il entrera en vigueur le jour de l'échange des instruments de ratification.

TIAS 9854


EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Protocole.

FAIT en double exemplaires, en langue anglaise et française, les deux textes faisant également foi, à Washington, ce 24^{ème} jour de février, 1977.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

A handwritten signature in dark ink, appearing to read "Fredrick Loring". The signature is fluid and cursive, with a large initial 'F' and a long, sweeping tail.

POUR LE GOUVERNEMENT DU CANADA:

A handwritten signature in dark ink, appearing to read "Bussanier". The signature is cursive and somewhat stylized, with a prominent initial 'B'.

CANADA

Preservation of Halibut Fishery of Northern Pacific Ocean and Bering Sea

***Protocol, with annex, amending the convention of March 2, 1953;
Signed at Washington March 29, 1979;***

***Transmitted by the President of the United States of America
to the Senate August 10, 1979 (S. Ex. DD, 96th Cong., 1st
Sess.);***

***Reported favorably by the Senate Committee on Foreign Relations
February 19, 1980 (S. Ex. Rep. No. 96-27, 96th Cong., 2d
Sess.);***

Advice and consent to ratification by the Senate March 20, 1980;

Ratified by the President March 31, 1980;

Ratified by Canada June 23, 1980;

Ratifications exchanged at Ottawa October 15, 1980;

Proclaimed by the President November 11, 1980;

Entered into force October 15, 1980.

With agreed minute.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol Amending the Convention between the United States of America and Canada for the Preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea, with Annex, signed at Washington on March 29, 1979, the text of which Protocol, with Annex, in the English and French languages, is hereto annexed;

The Senate of the United States of America by its resolution of March 20, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol, with Annex;

The Protocol, with Annex, was ratified by the President of the United States of America on March 31, 1980, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of Canada;

It is provided in Article II of the Protocol that the Protocol shall enter into force on the date of exchange of ratifications;

The instruments of ratification of the Protocol, with Annex, were exchanged at Ottawa on October 15, 1980; and accordingly the Protocol, with Annex, entered into force on October 15, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Protocol, with Annex, to the end that they be observed and fulfilled with good faith on and after October 15, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eleventh day of November
in the year of our Lord one thousand nine hundred eighty
[SEAL] and of the Independence of the United States of America
the two hundred fifth.

JIMMY CARTER

By the President:

EDMUND S. MUSKIE

Secretary of State

PROTOCOL AMENDING THE CONVENTION BETWEEN
THE UNITED STATES OF AMERICA AND CANADA FOR
THE PRESERVATION OF THE HALIBUT FISHERY OF
THE NORTHERN PACIFIC OCEAN AND BERING SEA

The Government of The United States of America and
the Government of Canada,

Having regard to the Convention between the United
States of America and Canada for the Preservation of the
Halibut Fishery of the Northern Pacific Ocean and Bering
Sea, signed at Ottawa, March 2, 1953^[1] (hereinafter "the
Convention"),

Sharing the view that the Convention has served to
promote and coordinate scientific studies relating to
the halibut fishery of the Northern Pacific Ocean and
the Bering Sea, and has aided in the conservation of
these fishery resources,

Taking into account that each of the Parties has
established exclusive jurisdiction over fisheries within
200 nautical miles of its coasts, and that portions of
the Convention area are within the areas of such exclu-
sive fisheries jurisdiction,

Recognizing that the Convention does not take fully
into account developments in fishery conservation and
management and,

Desirous of amending the Convention,

¹ TIAS 2900; 5 UST 5.

Have agreed as follows:

ARTICLE I

The Convention shall be amended to read as follows:

"The Government of the United States of America and the Government of Canada have agreed as follows:

Article I

1. All fishing for halibut (Hippoglossus) in Convention waters as herein defined is hereby prohibited except as expressly provided in paragraphs 2 and 5 of this Article.

2. Nationals and fishing vessels of, and fishing vessels licensed by, the United States or Canada may fish for halibut in Convention waters only in accordance with this Convention, including its Annex, and as provided by the International Pacific Halibut Commission in regulations promulgated pursuant to Article III of the Convention and designed to develop the stocks of halibut in the Convention waters to those levels which will permit the optimum yield from the fishery and to maintain the stocks at those levels. However, it is understood that nothing contained in this Convention shall prohibit either Party from establishing additional regulations, applicable to its own nationals and fishing vessels, and

to fishing vessels licensed by that Party, governing the taking of halibut which are more restrictive than those adopted by the International Pacific Halibut Commission.

3. "Convention waters" means the waters off the west coasts of the United States and Canada, including the southern as well as the western coasts of Alaska, within the respective maritime areas in which either Party exercises exclusive fisheries jurisdiction. For purposes of this Convention, the "maritime area" in which a Party exercises exclusive fisheries jurisdiction includes without distinction areas within and seaward of the territorial sea or internal waters of that Party.

4. Nothing contained in this Convention shall prohibit the nationals or fishing vessels of the United States, of Canada, or of any third country from fishing in the Convention waters for other species of fish during any season when fishing for halibut in the Convention waters is prohibited by this Convention or by any regulations adopted pursuant to this Convention.

5. Subject to and in accordance with International Pacific Halibut Commission and other applicable regulations and permit and licensing requirements including the payment of fees, sport fishing for halibut and other species by nationals and vessels of each Party may be conducted in

Convention waters, except that licensing or permit requirements directed specifically at foreign fishing vessels pursuant to the Fishery Conservation and Management Act of 1976 ^[1] of the United States and the Coastal Fisheries Protection Act of Canada, as amended from time to time, or pursuant to any statute replacing such Acts, shall not apply. All provisions of this Convention except this paragraph, refer to commercial halibut fishing.

Article II

1. Each Party shall have the right to enforce this Convention and any regulations adopted pursuant thereto:

- (a) in all Convention waters, against its own nationals and fishing vessels;
- (b) in that portion of the Convention waters in which it exercises exclusive fisheries jurisdiction, against nationals or fishing vessels of either Party or of third parties.

2. Each Party may, to the extent of its enforcement authority under this Convention, conduct prosecutions or take other action under its domestic law for the violation of this Convention or of any regulations adopted pursuant thereto. The witnesses and evidence

¹ 90 Stat. 331; 16 U.S.C. § 1801.

necessary for such prosecutions or other legal actions, so far as any witnesses or evidence are under the control of the other Party, shall be furnished promptly to the authorities of the Party having jurisdiction to conduct such prosecutions or other legal actions.

3. Each Party shall take appropriate measures to ensure that its nationals and fishing vessels allow and assist boardings and inspections of such vessels in accordance with paragraph 1 by duly authorized officials of the other Party.

Article III

1. The Parties agree to continue under this Convention the Commission known as the International Fisheries Commission established by the Convention for the Preservation of the Halibut Fishery, signed at Washington, March 2, 1923,^[1] continued by the Convention signed at Ottawa, May 9, 1930,^[2] and further continued by the Convention, signed at Ottawa, January 29, 1937.^[3] The Commission shall consist of six members, three appointed by each Party, and shall be known as the International Pacific Halibut Commission (hereinafter "the Commission"). Each Commissioner shall serve at the pleasure of the appointing Party, and each Party shall fill vacancies in its representation on the Commission as they occur. Each Party shall pay the salaries and expenses of its own members.

¹ TS 701; 43 Stat. 1841.

² TS 837; 47 Stat. 1872.

³ TS 917; 50 Stat. 1351.

Joint expenses incurred by the Commission shall be paid by the two Parties in equal shares. However, upon recommendation of the Commission, the Parties may agree to vary the proportion of such joint expenses to be paid by each Party after March 31, 1981. All decisions of the Commission shall be made by a concurring vote of at least two of the Commissioners of each Party.

2. The Commission shall make such investigations as are necessary into the life history of the halibut and may conduct or authorize fishing operations to carry out such investigations.

3. For the purpose of developing the stocks of halibut of the Northern Pacific Ocean and Bering Sea to levels which will permit the optimum yield from that fishery, and of maintaining the stocks at those levels, the Commission, with the approval of the Parties and consistent with the Annex to this Convention, may, after investigation has indicated such action to be necessary, with respect to the nationals and fishing vessels of, and fishing vessels licensed by, the United States or Canada, and with respect to halibut:

- (a) divide the Convention waters into areas;
- (b) establish one or more open or closed seasons as to each area;
- (c) limit the size of the fish and the

quantity of the catch to be taken
from each area within any season
during which fishing is allowed;

- (d) during both open and closed seasons,
permit, limit, regulate or prohibit
the incidental catch of halibut that
may be taken, retained, possessed, or
landed from each area or portion of
an area, by vessels fishing for other
species of fish;
- (e) fix the size and character of halibut
fishing appliances to be used in any area;
- (f) make such regulations for the licensing
of vessels and for the collection of
statistics on the catch of halibut as
it shall find necessary to determine the
condition and trend of the halibut fishery
and to carry out the other provisions of
this Convention;
- (g) close to all taking of halibut any area
or portion of an area that the Commission
finds to be populated by small, immature
halibut and designates as nursery grounds.

4. The Commission shall periodically publish reports
of its activities, including its investigations.

Article IV

The Parties shall take any action, including enactment of legislation and enforcement, as may be necessary to make effective the provisions of this Convention and any regulations adopted thereunder.

Article V

1. The Annex to this Convention shall constitute an integral part of the Convention, and all references to the Convention shall be considered to refer to the Annex as well.

2. The Parties may, by mutual agreement, amend any provision of the Annex.

Article VI

Nothing in this Agreement shall be construed to affect or prejudice any position or claim which has been or may subsequently be adopted by either Party in the course of consultations, negotiations or third party settlement procedures respecting the maritime jurisdiction, including the limits thereof, of the United States or of Canada.

Article VII

This Convention shall remain in force until March 31, 1981, and thereafter until one year from the date on which either Party shall have given notice to the other of its desire to terminate it.

ANNEX

1. Nationals and fishing vessels of, and fishing vessels licensed by, either Party shall not fish for halibut in Convention waters in which the other exercises exclusive fisheries jurisdiction except as provided in Article I of the Convention and as stated in this Annex.

2. In the maritime area outside the Bering Sea in which the United States exercises exclusive fisheries jurisdiction, beyond three miles from the baseline from which the territorial sea of the United States is measured, nationals and fishing vessels of Canada issued registration permits by the United States may catch three million pounds of halibut during the period beginning April 1, 1979, and ending March 31, 1981, subject to the following limits:

(a) during the period beginning April 1, 1979, and ending March 31, 1980, they may catch two million pounds of halibut;

(b) during the period beginning April 1, 1980, and ending March 31, 1981, they may catch one million pounds of halibut, except that this catch limit shall be adjusted such that the catch by nationals and vessels of Canada under sub-paragraphs (a) and (b) shall total three million pounds.

3. After April 1, 1979, the annual total allowable catch set by the Commission for halibut fishing in Area 2 shall be divided as follows:

- (a) Forty percent of the annual total allowable catch may be caught in the maritime area in which the United States exercises exclusive fisheries jurisdiction as of March 29, 1979;
- (b) Sixty percent of the annual total allowable catch may be caught in the maritime area in which Canada exercises exclusive fisheries jurisdiction as of March 29, 1979.

4. Fishing effort by nationals and vessels of Canada in that portion of Area 2 in which the United States exercises exclusive fisheries jurisdiction and in Area 3 shall be in the same general proportion as the historical level of Canadian effort in those areas.

5. Nationals and fishing vessels of Canada may not retain incidental catches of species other than halibut, except for immediate on-board use as bait, when conducting fishing operations pursuant to the Convention in the maritime area in which the United States exercises exclusive fisheries jurisdiction.

6. Vessels of Canada engaged in fishing for halibut in the maritime area in which the United States exercises

exclusive fisheries jurisdiction shall have on board a registration permit issued by the Government of the United States. No fees shall be required for such permits. Applications for such permits shall be prepared and processed in accordance with paragraphs 7 and 8 of this Annex.

7. Applications for registration permits under paragraph 6 of this Annex shall be made on forms provided by the Government of the United States for that purpose. Such applications shall specify:

- (a) the name and official number or other identification of each fishing vessel for which a registration permit is sought, together with the name and address of the owner and operator thereof;
- (b) the tonnage, capacity, length and home port of each fishing vessel for which a registration permit is sought.

8. The appropriate officials of the Government of the United States shall review each application for a registration permit and shall notify appropriate officials of the Government of Canada upon acceptance of the application. Upon acceptance of the application, the Government of the United States shall issue a registration permit to that fishing vessel, which shall thereupon be authorized to fish in accordance with the Convention. Each such regis-

tration permit shall be issued for a specific vessel, shall be applicable for the annual period beginning April 1, 1979, and ending March 31, 1980, or for the annual period beginning April 1, 1980, and ending March 31, 1981, and shall not be transferable.

9. Nationals and fishing vessels of Canada intending to fish for halibut in the maritime area in which the United States exercises exclusive fisheries jurisdiction shall report to appropriate United States officials, at least 24 hours prior to entering the area:

- (a) the vessel name and registration permit number;
- (b) the anticipated date fishing will begin;
- (c) the sub-area, as described in paragraph 13 of this Annex, in which fishing will initially take place.

10. Nationals and fishing vessels of Canada shall have no fish on board at the time of entry into the maritime area in which the United States exercises exclusive fisheries jurisdiction, except for immediate on-board use as bait.

11. Nationals and fishing vessels of Canada, while operating within the maritime area in which the United States exercises exclusive fisheries jurisdiction, shall:

- (a) have the name and port of registration clearly visible on the stern and fly the flag of Canada at all times;

(b) prior to moving between sub-areas, as described in paragraph 13 of this Annex, report to appropriate United States officials:

- (i) the vessel name and registration permit number;
- (ii) the sub-area in which fishing will cease;
- (iii) the sub-area in which fishing will take place;
- (iv) the date upon which the move will take place.

12. Nationals and fishing vessels of Canada, prior to departure from the maritime area in which the United States exercises exclusive fisheries jurisdiction, shall report to appropriate United States officials:

- (a) the vessel name and registration permit number;
- (b) the date fishing in such area ceases;
- (c) the estimated amount (in pounds) of halibut on board upon departure from such area;
- (d) the anticipated port of delivery.

13. The sub-areas of the maritime area in which the United States exercises exclusive fisheries jurisdiction, referred to in paragraphs 9 and 11 are:

- (a) Southeast: adjacent to Alaska, south and east of a line running south one-

- quarter east (177° magnetic) from Cape Spencer Light (58°11'57" North latitude, 136°38'18" West longitude);
- (b) Yakutat: adjacent to Alaska, north and west of a line running south one-quarter east (177° magnetic) from Cape Spencer Light to 147°00' West longitude;
- (c) Kodiak: adjacent to Alaska, west of 147°00' West longitude to 159°00' West longitude, not including the Bering Sea;
- (d) Shumagin: adjacent to Alaska, west of 159°00' West longitude to 173°00' West longitude, not including the Bering Sea;
- (e) Aleutian: adjacent to Alaska, west of 173°00' West longitude, not including the Bering Sea;
- (f) Washington/Oregon/California: adjacent to Washington, Oregon and California.

14. By January 1, 1981, and thereafter as it considers appropriate, the Commission shall, on the basis of a review of pertinent information, recommend for the approval of the Parties any appropriate changes in the division of the annual total allowable catch set forth in paragraph 3 of this Annex. No such changes may take effect before April 1, 1981.

15. Each year the Commission shall report to the Parties as soon as 75 percent has been taken of that portion of the annual total allowable catch authorized under paragraph 3(a) or 3(b) of this Annex. Upon making this report, the Commission may recommend to the Parties reallocation of the annual total allowable catch in Area 2 between the areas described in paragraphs 3(a) and 3(b) of this Annex. Any such recommendation shall include a date upon which the reallocation, if approved by the Parties, shall take effect. Such reallocation may, notwithstanding the terms of paragraph 14, take effect at any time, and shall remain in effect until March 31 following the date on which it takes effect.

16. Pending delimitation of maritime boundaries between the United States and Canada in the Convention area, the following principles shall be applied as interim measures in the boundary regions:

- (a) as between the Parties, enforcement of the Convention shall be carried out by the flag state;
- (b) neither Party shall authorize fishing for halibut by vessels of third parties;
- (c) either Party may enforce the Convention with respect to fishing for halibut, or related activities, by vessels of third parties.

17. For purposes of this Annex, "Area 2" means that portion of the Convention waters east of a line running northwest one-quarter west (312° magnetic) from Cape Spencer Light (latitude 58°11'57"North, longitude 136°38'18"West) and south and east of a line running south one-quarter east (177°magnetic) from said light."

ARTICLE II

This Protocol shall be ratified by the Parties and the instruments of ratification exchanged at Ottawa as soon as possible. This Protocol shall enter into force on the date of exchange of ratifications.^[1]

¹ Oct. 15, 1980.

PROTOCOLE PORTANT MODIFICATION DE LA CONVENTION ENTRE LES
ÉTATS-UNIS D'AMÉRIQUE ET LE CANADA POUR LA CONSERVATION DES
PÊCHERIES DE FLÉTAN DU PACIFIQUE NORD ET DE LA MER DE BÉRING

Le Gouvernement des États-Unis d'Amérique et le
Gouvernement du Canada,

Considérant la Convention entre les États-Unis
d'Amérique et le Canada pour la conservation des pêcheries
de flétan du Pacifique nord et de la mer de Béring, signée à
Ottawa le 2 mars 1953 (ci-après "la Convention"),

Partageant l'opinion que la Convention a servi à
promouvoir et à coordonner les études scientifiques portant
sur les ressources de flétan du Pacifique nord et de la mer
de Béring et a aidé à la conservation de ces ressources
halieutiques,

Tenant compte du fait que chacune des Parties a
établi sa juridiction exclusive sur les pêches situées en
deçà de 200 milles marins de ses côtes, et que certaines
parties de la zone visée par la Convention se trouvent à
l'intérieur de ces zones de juridiction exclusive sur les
pêches,

Reconnaissant que la Convention ne tient pas
pleinement compte des faits nouveaux en matière de
conservation et de gestion des pêches, et

Désireux de modifier la Convention,

Sont convenus de ce qui suit:

ARTICLE I

La Convention modifiée se lit comme suit:

"Le Gouvernement des États-Unis d'Amérique et le Gouvernement du Canada sont convenus de ce qui suit:

Article I

1. Toute pêche au flétan (hippoglossus) dans les eaux visées par la Convention, telles qu'elles sont définies ci-après, est interdite par les présentes sous réserve des dispositions expresses des paragraphes 2 et 5 du présent article.

2. Les ressortissants et les navires de pêche des États-Unis et du Canada, ainsi que les navires de pêche détenteurs d'un permis délivré par les États-Unis ou le Canada, ne sont autorisés à pêcher le flétan dans les eaux visées par la Convention qu'en conformité avec la présente Convention, y compris son Annexe, et qu'en conformité avec les modalités prescrites par la Commission internationale du flétan du Pacifique dans des règlements promulgués aux termes de l'Article III de la Convention et destinés à faire accroître les stocks de flétan dans les .

eaux visées par la Convention jusqu'aux niveaux qui permettront d'obtenir de ces ressources le rendement optimum et de maintenir les stocks à ces niveaux. Toutefois, il est entendu que rien dans la présente Convention n'interdit à l'une ou l'autre Partie d'établir pour la pêche au flétan des règlements supplémentaires qui s'appliquent à ses propres ressortissants et navires de pêche, ainsi qu'aux navires de pêche détenteurs d'un permis que cette Partie lui a délivré, et qui soient plus restrictifs que ceux adoptés par la Commission internationale du flétan du Pacifique.

3. "Eaux visées par la Convention" s'entend des eaux s'étendant au large des côtes occidentales des États-Unis et du Canada, y compris les côtes méridionales et occidentales de l'Alaska, et situées en deçà des zones maritimes respectives à l'intérieur desquelles l'une ou l'autre Partie exerce la juridiction exclusive sur les pêches. Aux fins de la présente Convention, la "zone maritime" à l'intérieur de laquelle une Partie exerce la juridiction exclusive sur les pêches comprend sans distinction les zones situées à l'intérieur ainsi qu'au large de la mer territoriale ou eaux intérieures de la Partie en question.

4. Rien dans la présente Convention n'interdit aux ressortissants ou aux navires de pêche des États-Unis ou du Canada, ou de tout autre pays tiers, de pêcher d'autres

espèces de poisson dans les eaux visées par la Convention durant toute saison où la pêche au flétan dans les eaux visées par la Convention est interdite aux termes de la présente Convention ou de tout règlement adopté aux termes de celle-ci.

5. Sous réserve et en conformité des règlements de la Commission internationale du flétan du Pacifique, des autres règlements applicables ainsi que des exigences relatives à la délivrance des permis et des autorisations, y compris le versement de droits, les ressortissants et les navires de chaque Partie peuvent s'adonner à la pêche sportive au flétan et à d'autres espèces dans les eaux visées par la Convention, sauf que ne s'appliquent pas les exigences relatives à la délivrance de permis ou d'autorisations qui s'adressent expressément aux navires de pêche étrangers aux termes de la dernière version en date de la Fishery Conservation and Management Act of 1976 des États-Unis et de la Loi sur la protection des pêcheries côtières du Canada, ou aux termes de toute loi les remplaçant. À l'exception des dispositions du présent paragraphe, toutes les dispositions de la présente Convention visent la pêche commerciale au flétan.

Article II

1. Chaque Partie a le droit de faire observer les dispositions de la présente Convention ainsi que tout règlement adopté aux termes de celle-ci:

(a) dans toutes les eaux visées par la Convention, à l'endroit de ses propres ressortissants et navires de pêche;

(a) dans la partie des eaux visées par la Convention à l'intérieur de laquelle elle exerce la juridiction exclusive sur les pêches, à l'endroit des ressortissants et des navires de pêche de l'une ou l'autre Partie ou de tierces parties.

2. Chaque Partie peut, dans la mesure des pouvoirs de police que lui confère la présente Convention, exercer des poursuites judiciaires ou prendre d'autres mesures en vertu de sa législation par suite d'infraction à la présente Convention ou à tout règlement adopté aux termes de celle-ci. Les témoins et les preuves nécessaires à de telles poursuites ou autres mesures judiciaires, s'ils se trouvent sous l'autorité de l'autre Partie, sont mis promptement à la disposition des autorités de la Partie ayant juridiction pour exercer ces poursuites ou pour prendre ces autres mesures judiciaires.

3. Chaque Partie prend les mesures appropriées afin de s'assurer que ses ressortissants et ses navires de pêche permettent et facilitent l'arraisonnement et l'inspection de ces navires, en conformité avec les dispositions du paragraphe 1, par des représentants dûment autorisés de l'autre Partie.

Article III

1. Les Parties conviennent de maintenir sous le régime de la présente Convention la Commission connue sous le nom de Commission internationale des Pêcheries créée aux termes de la Convention pour la conservation des pêcheries de flétan signée à Washington le 2 mars 1923, maintenue par la Convention signée à Ottawa le 9 mai 1930, et maintenue de nouveau par la Convention signée à Ottawa le 29 janvier 1937. La Commission se compose de six membres, trois étant nommés par chacune des Parties, et est désignée sous le nom de Commission internationale du flétan du Pacifique (ci-après "la Commission"). Chaque commissaire siège au gré de la Partie qui le nomme, et chaque Partie pourvoit aux vacances à mesure qu'elles se produisent au sein de sa représentation à la Commission. Chaque Partie assume le traitement et les dépenses de ses propres membres. Les dépenses communes engagées par la Commission sont réglées à part égale par les deux Parties. Toutefois, sur recommandation de la Commission, les Parties peuvent convenir de modifier, après le 31 mars 1981, la proportion des dépenses communes qui devra être réglée par chacune des Parties. Toutes les décisions de la Commission se prennent moyennant le vote affirmatif d'au moins deux des commissaires de chaque Partie.

2. La Commission effectue les recherches nécessaires sur le cycle de vie du flétan et peut mener ou autoriser des opérations de pêche destinées à l'exécution des recherches de ce genre.

3. Pour faire accroître les stocks de flétan du Pacifique nord et de la mer de Béring jusqu'à des niveaux qui permettront d'obtenir de cette ressource le rendement optimum et de maintenir les stocks à ces niveaux, la Commission peut, avec l'approbation des Parties et d'une manière compatible avec l'Annexe de la présente Convention, après que des recherches en ont indiqué la nécessité, prendre les mesures suivantes concernant les ressortissants et les navires de pêche des États-Unis ou du Canada, et les navires de pêche détenteurs d'un permis délivré par les États-Unis ou le Canada, et concernant le flétan:

- a) diviser en zones les eaux visées par la Convention;
- b) établir, pour chaque zone, une ou plusieurs saisons de pêche autorisée ou saisons de pêche interdite;
- c) limiter la taille du poisson et les quantités pouvant être pêchées dans chaque zone durant toute saison pendant laquelle la pêche est autorisée;
- d) durant les saisons de pêche autorisée comme durant les saisons de pêche interdite, permettre, limiter, réglementer ou interdire, pour chaque zone ou partie de zone, la prise fortuite de flétan qui peut être capturée, retenue, possédée ou débarquée par les navires pêchant d'autres espèces de poisson;

- e) déterminer la taille et la nature des engins de pêche au flétan qu'il est permis d'utiliser dans une zone quelconque;
- f) établir, au sujet de la délivrance de permis aux navires et de la collecte de statistiques sur les prises de flétan, les règlements qu'elle juge nécessaires pour déterminer l'état et la tendance des pêches de flétan et pour appliquer les autres dispositions de la présente Convention;
- g) interdire toute prise de flétan dans toute zone ou toute partie de zone que la Commission détermine être peuplée de flétans de petite taille et non parvenus à maturité, et qu'elle désigne comme lieu d'alevinage.

4. La Commission publiera périodiquement des rapports sur ses activités, y compris sur ses recherches.

Article IV

Les Parties prennent toutes mesures nécessaires, y compris l'adoption de lois et de mesures d'application, pour donner effet aux dispositions de la présente Convention et de tout règlement adopté en vertu de celle-ci.

Article V

1. L'Annexe de la présente Convention en fait partie intégrante, et toute référence faite à la Convention sera considérée comme étant également faite à l'Annexe.

2. Les Parties peuvent modifier toute disposition de l'Annexe par accord mutuel.

Article VI

Rien dans la présente Convention ne devra être interprété de manière à influencer sur toute position ou réclamation ou à préjuger toute position ou réclamation déjà formulée ou susceptible d'être formulée par la suite par l'une ou l'autre Partie à l'occasion de consultations, de négociations ou de procédures de règlement d'un différend par tierce partie concernant la juridiction maritime des États-Unis ou du Canada, y compris les limites de cette juridiction.

Article VII

La présente Convention demeure en vigueur jusqu'au 31 mars 1981 et, par la suite, pendant un an à compter de la date à laquelle l'une ou l'autre Partie signifie à l'autre son désir de la dénoncer.

ANNEXE

1. Il est interdit aux ressortissants et aux navires de pêche de l'une ou l'autre Partie, ainsi qu'aux navires de pêche détenteurs d'un permis délivré par l'une ou l'autre Partie, de pêcher le flétan dans les eaux visées par la Convention à l'intérieur desquelles l'autre Partie exerce la juridiction exclusive sur les pêches, sauf dans les conditions prévues à l'Article I de la Convention, et aux termes de la présente Annexe.

2. Dans la zone maritime située à l'extérieur de la mer de Béring, à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches, au delà de trois milles à partir de la ligne de base servant à mesurer la mer territoriale des États-Unis, il est permis aux ressortissants et aux navires de pêche du Canada qui détiennent un permis d'immatriculation délivré par les États-Unis de prendre trois millions de livres de flétan durant la période débutant le 1^{er} avril 1979 et se terminant le 31 mars 1981, sous réserve des restrictions suivantes:

- a) durant la période débutant le 1^{er} avril 1979 et se terminant le 31 mars 1980, il leur est permis de prendre deux millions de livres de flétan; et
- b) durant la période débutant le 1^{er} avril 1980 et se terminant le 31 mars 1981, il leur est permis de prendre un million de livres de flétan, sauf que cette limite de prise est ajustée de façon à ce que la prise totale des ressortissants et des navires du Canada aux termes des alinéas a) et b) atteigne trois millions de livres.

3. Après le 1^{er} avril 1979, la prise annuelle totale de flétan autorisée par la Commission dans la Zone 2 est répartie de la façon suivante:

- a) Quarante pour cent de la prise annuelle totale autorisée peut être pêchée dans la zone maritime à l'intérieur de laquelle les États-Unis exercent, à compter du 29 mars 1979, la juridiction exclusive sur les pêches;
- b) Soixante pour cent de la prise annuelle totale autorisée peut être pêchée dans la zone maritime à l'intérieur de laquelle le Canada exerce, à compter du 29 mars 1979, la juridiction exclusive sur les pêches.

4. L'effort de pêche des ressortissants et des navires du Canada dans la partie de la Zone 2 à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches, ainsi que dans la Zone 3, est, en général, de la même ampleur que le niveau historique de l'effort canadien dans ces zones.

5. Il est interdit aux ressortissants et aux navires de pêche du Canada de conserver les prises fortuites d'espèces autres que le flétan, sauf pour utilisation immédiate à bord en tant qu'appât, lorsqu'ils se livrent à des activités de pêche aux termes de la présente Convention dans la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches.

6. Les navires du Canada qui pratiquent la pêche au flétan dans la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches ont à leur bord un permis d'immatriculation délivré par le Gouvernement des États-Unis. Aucun droit n'est exigé pour la délivrance de ce permis. Les demandes de permis de ce genre sont préparées et instruites conformément aux dispositions des paragraphes 7 et 8 de la présente Annexe.

7. Les demandes de permis d'immatriculation visées au paragraphe 6 de la présente Annexe sont présentées à l'aide des formulaires fournis à cette fin par le Gouvernement des États-Unis. Les demandes de ce genre renferment les précisions suivantes:

- a) le nom et le numéro officiel ou autre marque d'identification de chaque navire de pêche pour lequel est demandé un permis d'immatriculation, ainsi que les nom et adresse du propriétaire et de l'exploitant du navire;
- b) le tonnage, la capacité, la longueur et le port d'attache de chaque navire de pêche pour lequel est demandé un permis d'immatriculation.

8. Les représentants intéressés du Gouvernement des États-Unis examinent chaque demande de permis d'immatriculation et informent les représentants intéressés du Gouvernement du Canada lorsque la demande est acceptée. Après avoir accepté la demande, le Gouvernement des États-Unis délivre un permis d'immatriculation au navire de pêche visé, lequel est dès lors autorisé à pêcher en conformité avec les

dispositions de la Convention. Chaque permis d'immatriculation est délivré pour un navire en particulier, vaut pour la période annuelle qui débute le 1^{er} avril 1979 et se termine le 31 mars 1980, ou pour la période annuelle qui débute le 1^{er} avril 1980 et se termine le 31 mars 1981, et n'est pas transmissible.

9. Les ressortissants et les navires de pêche du Canada qui se proposent de pêcher le flétan dans la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches signalent aux représentants intéressés des États-Unis, au moins 24 heures avant de pénétrer dans la zone:

- a) le nom du navire et le numéro du permis d'immatriculation;
- b) la date à laquelle la pêche doit commencer;
- c) la sous-zone, conformément à la description donnée au paragraphe 13 de la présente Annexe, dans laquelle commencera la pêche.

10. Les ressortissants et les navires de pêche du Canada n'ont aucun poisson à bord au moment où ils pénètrent dans la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches, sauf pour utilisation immédiate à bord en tant qu'appât.

11. Les ressortissants et les navires de pêche du Canada qui exercent des activités dans la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches doivent:

- a) porter visiblement sur la poupe le nom et le port d'immatriculation, et battre pavillon canadien en tout temps;
- b) avant de se déplacer entre les sous-zones, telles que décrites au paragraphe 13 de la présente Annexe, signaler aux représentants intéressés des États-Unis:
 - (i) le nom du navire et le numéro du permis d'immatriculation;
 - (ii) la sous-zone dans laquelle la pêche prend fin;
 - (iii) la sous-zone dans laquelle la pêche aura lieu;
 - (iv) la date à laquelle le déplacement aura lieu.

12. Avant de quitter la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches, les ressortissants et les navires de pêche du Canada signalent aux représentants intéressés des États-Unis:

- a) le nom du navire et le numéro du permis d'immatriculation;
- b) la date à laquelle prend fin la pêche dans cette zone;
- c) la quantité approximative (en livres) de flétan à bord lorsqu'ils quittent cette zone; et
- d) le port de livraison prévu.

13. Les sous-zones de la zone maritime à l'intérieur de laquelle les États-Unis exercent la juridiction exclusive sur les pêches auxquelles il est fait allusion aux paragraphes 9 et 11 sont les suivantes:

- a) Sud-est: adjacente à l'Alaska, au sud et à l'est d'une ligne s'étendant en direction sud à un quart de pointe à l'est (177° - lecture magnétique) du phare du cap Spencer ($58^{\circ}11'57''$ de latitude nord, $136^{\circ}38'18''$ de longitude ouest);
- b) Yakutat: adjacente à l'Alaska, au nord et à l'ouest d'une ligne s'étendant en direction sud à un quart de pointe à l'est (177° - lecture magnétique) du phare du cap Spencer jusqu'à $147^{\circ}00'$ de longitude ouest;
- c) Kodiak: adjacente à l'Alaska, à l'ouest de $147^{\circ}00'$ de longitude ouest jusqu'à $159^{\circ}00'$ de longitude ouest, à l'exclusion de la mer de Béring;
- d) Shumagin: adjacente à l'Alaska, à l'ouest de $159^{\circ}00'$ de longitude ouest jusqu'à $173^{\circ}00'$ de longitude ouest, à l'exclusion de la mer de Béring;
- e) Aléoutienne: adjacente à l'Alaska, à l'ouest de $173^{\circ}00'$ de longitude ouest, à l'exclusion de la mer de Béring;
- f) Washington/Oregon/Californie: adjacente aux États de Washington, de l'Oregon et de la Californie.

14. D'ici au 1^{er} janvier 1981, et, par la suite, lorsqu'elle le juge approprié, la Commission, se fondant sur l'examen des renseignements pertinents, recommande à l'approbation des Parties toute modification appropriée de la division des prises annuelles totales autorisées qui est établie au paragraphe 3 de la présente Annexe. Aucune modification de ce genre ne peut prendre effet avant le 1^{er} avril 1981.

15. Chaque année, la Commission fait rapport aux Parties aussitôt qu'a été capturé 75 pour cent de la portion des prises annuelles totales autorisées fixée aux termes de l'alinéa a) ou b) du paragraphe 3 de la présente Annexe. Lorsqu'elle fait ce rapport, la Commission peut recommander aux Parties une nouvelle répartition des prises annuelles totales autorisées dans la Zone 2 entre les zones décrites aux alinéas a) et b) du paragraphe 3 de la présente Annexe. Toute recommandation de ce genre fait mention de la date à laquelle prend effet la nouvelle répartition, si elle est approuvée par les Parties. Nonobstant les dispositions du paragraphe 14, cette nouvelle répartition peut prendre effet à n'importe quel moment, et demeure en vigueur jusqu'au 31 mars suivant la date à laquelle elle a pris effet.

16. En attendant la délimitation des frontières maritimes entre les États-Unis et le Canada dans la zone visée par la Convention, les principes suivants s'appliquent dans les régions frontalières à titre de mesures provisoires:

- a) entre les Parties, il appartient à l'État du pavillon de faire observer la Convention;
- b) ni l'une ni l'autre Partie n'autorise les navires de tierces parties à pêcher le flétan;
- c) l'une ou l'autre Partie peut faire observer la Convention en ce qui concerne la pêche au flétan, ou les activités connexes, pratiquée par les navires de tierces parties.

17. Pour l'application de la présente Annexe, la "Zone 2" s'entend de la partie des eaux visées par la Convention qui se trouve à l'est d'une ligne s'étendant en

direction nord-ouest à un quart de pointe à l'ouest (312° - lecture magnétique) du phare du cap Spencer (58°11'57" de latitude nord, 136°38'18" de longitude ouest), et au sud et à l'est d'une ligne s'étendant en direction sud à un quart de pointe à l'est (177° - lecture magnétique) dudit phare."

ARTICLE II

Le présent Protocole sera ratifié par les Parties, et les instruments de ratification seront échangés à Ottawa dans les meilleurs délais. Le présent Protocole entre en vigueur à la date de l'échange des ratifications.

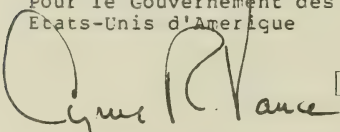
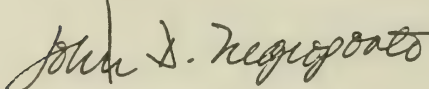
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Protocol.

DONE at Washington in duplicate, in the English and French languages, both texts being equally authentic, this twenty-ninth day of March, 1979.



EN FOI DE QUOI, les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Protocole.

FAIT en deux exemplaires à Washington ce vingt-neuvième jour de mars 1979, en français et en anglais, chaque texte faisant également foi.

For the Government of the
United States of America
Pour le Gouvernement des
Etats-Unis d'Amérique

^[1]
^[2]

For The Government of Canada
Pour le Gouvernement du Canada

^[3]
^[4]

¹ Cyrus R. Vance.

² John D. Negroponte.

³ P. M. Towe.

⁴ M. Cadieux.

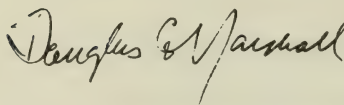
AGREED MINUTE

It is the understanding of the Government of the United States and the Government of Canada that, for purposes of numbered paragraph 3 of the Annex to the Convention between the United States of America and Canada for the Preservation of the Halibut Fishery of the Northern Pacific Ocean and Bering Sea, as amended by the Protocol, done at Washington, March 29, 1979, and in the absence of delimitation of maritime boundaries between the United States and Canada in the Convention area, any halibut caught by nationals and vessels of a Party in the maritime area in which, as of March 29, 1979, both Parties claim exclusive fisheries jurisdiction, shall be included in that Party's portion of the annual total allowable catch for Area 2, as set forth in subparagraphs (a) and (b) of paragraph 3 of the Annex.

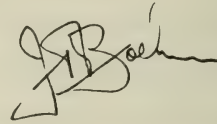
In the absence of delimitation of maritime boundaries between the United States and Canada in the Convention area, for the purposes of numbered paragraph 2 of the Annex to the Convention, as amended, any halibut caught by nationals and vessels of Canada in the maritime area in which, as of March 29, 1979, both Parties claim exclusive fisheries jurisdiction shall not be included in the Canadian entitlement of 3,000,000 pounds of halibut in the maritime area in which the United States exercises exclusive fisheries jurisdiction, as set forth in that paragraph.

It is also the understanding of the Government of the United States and the Government of Canada that any regulations issued by the International Pacific Halibut Commission and subsequent to March 29, 1979, shall be governed by the exchange of notes between the Government of the United States and the Government of Canada signed on March 29, 1979.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

 [1]

FOR THE GOVERNMENT
OF CANADA:

 [2]

Washington, D.C.,

April 6, 1979

¹ Douglas G. Marshall.

² J. T. Boehm.

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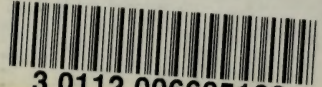
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